

CHARTER SCHOOL CONTRACT
FOR
TYPE 5 CHARTER SCHOOLS IN THE LOUISIANA RECOVERY SCHOOL DISTRICT

This Agreement is a Charter School Contract authorized pursuant to Louisiana Revised Statutes, Title 17, Chapter 42, and executed this 29th day of June 2007 by and between the Louisiana Board of Elementary and Secondary Education and the **Middle School Advocates, Inc.**

RECITALS

WHEREAS, the "Charter School Demonstration Programs Law," La. R.S. 17:3971 et seq., authorizes experimentation in the creation of innovative kinds of independent public schools; and

WHEREAS, the Louisiana Legislature has expressed its intention to provide a framework for such experimentation by the creation of such schools, a means for persons with valid ideas and motivation to participate in the experiment, and a mechanism by which experiment results can be analyzed; the positive results repeated or replicated, if appropriate; and the negative results identified and eliminated; and

WHEREAS, the Louisiana Legislature has further stated its intention that the best interests of at-risk pupils shall be the overriding consideration in implementing the provisions of the "Charter School Demonstration Programs Law;" and

WHEREAS, the purposes of the "Charter School Demonstration Programs Law" are to provide opportunities for educators and others interested in educating pupils to form, operate, or be employed within a charter school designed to accomplish the following objectives, namely: (1) to improve pupil learning and, in general, the public school system; (2) to increase learning opportunities and access to quality education for pupils; (3) to encourage the use of different and innovative teaching methods and a variety of governance, management, and administrative structures; (4) to require appropriate assessment and measurement of academic learning results; (5) to account better and more thoroughly for educational results; and (6) to create new professional opportunities for teachers and other school employees, including the opportunity to be responsible for learning program at the school site; and

WHEREAS, the Louisiana Legislature, pursuant to La. R.S. 17:1990, created the Recovery School District for the purpose of improving failing schools; and

WHEREAS, the Recovery School District is authorized pursuant to La. R.S. 17:10.5 and 17:10.7 to take over the operation of failing schools, to reorganize failing schools, and to operate failing schools in whatever manner is determined by the administering agency of the Recovery School District to be most likely to bring the school to an acceptable level of performance; and

WHEREAS, the Recovery School District may operate any school under its jurisdiction as a Type 5 charter school pursuant to the "Charter School Demonstration Programs Law," La. R.S. 17:3971 et seq; and

WHEREAS, the Board of Elementary and Secondary Education finds that the Charter School's application is valid, complete, financially well-structured, educationally sound, and

offers potential for fulfilling the purposes of the Charter School Demonstrations Program Law; and

WHEREAS, the Board of Elementary and Secondary Education is authorized, pursuant to La. R.S. 17:3971 et seq., to execute Charter Contracts authorizing the operation of charter schools; and

WHEREAS, on June 15, 2006, the Board of Elementary and Secondary Education approved the Application to be a Type 5 charter school, contingent upon completion by the Charter Operator of Pre-Opening Procedures and execution of a Charter Contract;

NOW, THEREFORE, the parties hereto, intending to be legally bound by the terms and conditions set forth herein, enter the following Agreement:

AGREEMENT

SECTION 1. ESTABLISHMENT OF SCHOOL

1.1 Parties.

- 1.1.1 This Charter School Contract is entered into between **Middle School Advocates, Inc.** and its Board of Directors ("Charter Operator") and the Louisiana Board of Elementary and Secondary Education ("BESE") for the purpose of operating New Orleans Charter Middle School (the "Charter School"). This contract will be referred to herein as an "Agreement" or a "Charter Contract," and such terms may be used interchangeably.
- 1.1.2 The person authorized to sign this Agreement on behalf of the Board of Elementary and Secondary Education is the President of the Board of Elementary and Secondary Education.
- 1.1.3 The Recovery School District ("RSD") and the Louisiana Department of Education ("LDE"), in its capacity as the administering agency of the RSD, shall have jurisdiction over the Charter School pursuant to La. R.S. sections 17:10.5, 17:10.7, 17:1990, and 17:3973(2)(b)(v)(aa).
- 1.1.4 The person authorized to sign this Agreement on behalf of the Charter Operator is **Stephen Rosenthal** (the "Charter Representative"), who must be an Officer of the Charter Operator's governing board. The Charter Representative affirms as a condition of this Agreement that the Charter Operator's governing board has authorized him or her to execute agreements, including this Charter Contract, on behalf of the Charter Operator.
- 1.1.5 The Charter Representative affirms as a condition of this Agreement, that he/she is the above-described representative of the Charter Operator and has authority to sign this Agreement on behalf of the Charter Operator.
- 1.1.6 Charter Operator affirms, as a condition of this Agreement, that the non-profit corporation is duly authorized according to the laws of the State of Louisiana.
- 1.1.7 The Charter Operator certifies that all contracts obligating the charter school have been and will be undertaken by the Charter Operator as a nonprofit corporation,

and failure to act strictly as a nonprofit corporation shall be grounds for rescission of its charter.

- 1.1.8 The Charter Operator affirms, as a condition of this Agreement, that the non-profit corporation has a governing board, whose members receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of such a board.
 - 1.1.9 The Charter Operator affirms, as a condition of this Agreement, that no more than one person from the same immediate family, as defined by La. R.S. 42:1102(13), serves as a member of the Charter Operator's governing board.
 - 1.1.10 Incorporated as **Exhibit A** herein and by reference, is a true and correct copy of the Application/Proposal ("Application") of the Charter Operator that was relied upon by BESE in developing this Agreement. The Application includes a list of assurances, which is an integral part of this contract.
- 1.2 Location. The Charter Operator shall provide educational services, including the delivery of instruction, at the following location(s):

Temporary Site Until Permanent Site is Available:

Arthur Ashe Elementary School
401 Nashville Avenue
New Orleans, LA 70115

Permanent Site If Available:

New Orleans Charter Middle School
3801 Monroe Street
New Orleans, LA 70118

- 1.3 Facility. The building(s) in which the Charter School is to be located shall be known as the facility (the "Facility").
- 1.3.1 BESE shall offer a Facility to the Charter Operator, if available, in accordance with the Facilities Assignment Plan, incorporated in this Agreement as **Exhibit B**, which will be subject to a negotiated lease agreement between the Recovery School District, the Louisiana Department of Education, and the Charter Operator.
 - 1.3.2 In the event that the Charter Operator declines to accept the Facility that BESE offers to the Charter Operator, the Charter Operator shall, by the time set forth in the Pre-Opening Procedures for Type 5 Charter Schools ("Pre-Opening Procedures"), incorporated in the Agreement as **Exhibit C**, provide RSD with a copy of the lease, purchase agreement, and/or other such facility agreement (the "Facility Agreement") and such certificates and permissions as are necessary to operate the Charter School in the proposed Facility according to the plan set forth in the approved Application.
 - 1.3.3 In the event that an adequate Facility Agreement and/or necessary certificates and permissions are not in place by the date established in the Pre-Opening Procedures, the Charter Operator may not provide instruction at the Facility. In such event, BESE reserves the right to enforce any of the consequences for failure to meet Pre-Opening Procedures, including precluding the Charter Operator from commencing instruction until the start of the succeeding school year. Notwithstanding the immediately foregoing sentence, BESE may waive or modify the restrictions contained therein upon good cause shown.

- 1.4 Pre-Opening. Failure to timely fulfill any material term of the Pre-Opening Procedures shall be considered a material violation of conditions, standards, or procedures provided for in the approved charter and may be grounds for revocation of the charter pursuant to Paragraph 5.4 of this Agreement, for rescission of approval of the Charter, and/or prohibiting the Charter Operator from opening the charter school. Notwithstanding the immediately foregoing sentence, BESE may waive or modify the restrictions contained therein upon good cause shown.

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SECTION 2. OPERATION OF SCHOOL

- 2.1 Mission Statement. The Charter School's mission statement, as contained in the Application or in the alternative, as approved by the RSD as part of the Pre-Opening Procedures, is approved by BESE to the extent it is consistent with the principles of the Charter School Demonstration Programs Law, La. R.S. 17:3971, et seq.
- 2.2 Purpose. The Charter Operator shall provide educational services according to the educational standards established by law, the Charter Contract, and the Charter Application/Proposal; measure pupil progress toward stated goals; and participate in pupil assessments required by law, regulation, and BESE policy. The Charter Operator shall manage the charter school in a financially prudent manner and provide BESE with timely and accurate reporting.
- 2.3 Governance.
- 2.3.1 The governing board of the Charter Operator, and its members individually, are responsible for complying with and carrying out the provisions of this Agreement, including compliance with applicable law and regulation, and all reporting requirements.
- 2.3.2 The School's governing board will adopt by-laws and operate in accordance with such by-laws.
- 2.3.3 Each member of the School's governing board shall, consistent with requirements set out in the Pre-Opening Procedures, complete and submit to the RSD a Disclosure of Financial Interest and Conflict of Interest Form ("Financial Disclosure"), incorporated in this Agreement as **Exhibit M**, and an Affirmation of Eligibility to Serve ("Board Affirmation"), incorporated in this Agreement as **Exhibit N**. Each new board member shall submit the aforementioned Financial Disclosure form and Board Affirmation form to the RSD within thirty (30) days of appointment to the Charter Operator's governing board. The Financial Disclosure form shall be submitted by each board member on or before August 1 of each year after initial submission following appointment.
- 2.3.4 The School's Board of Directors shall establish, as a part of its bylaws, and abide by a formal conflict of interest policy that is consistent with applicable law, including but not limited to, the Louisiana Code of Governmental Ethics.
- 2.3.5 Meetings of the members and directors of the Charter Operator and any committee or subcommittee thereof shall be conducted in accordance with Louisiana Open Meetings Law, Louisiana Revised Statute 42:4.1, et seq.
- 2.3.6 The Board of Directors of the Charter Operator, and its members individually, are responsible for the sound fiscal management of the Charter School. This provision shall not be construed to give rise to personal liability of individual board members in instances where the law would not impose such personal liability.
- 2.3.7 The Board of Directors of the Charter Operator shall be the final authority in matters affecting the Charter School, including but not limited to, staffing, financial accountability, and curriculum.

- 2.3.8 Should the Charter Operator propose to enter into a contract with another entity to manage the charter school, the Charter Operator agrees to submit all information requested by BESE regarding the management arrangement, including a copy of the proposed contract and a description of the managing company, with identification of its principals and their backgrounds. Pursuant to the Pre-Opening Procedures (**Exhibit C**), the Charter Operator must meet the requirements set out in the Education Service Provider Contract Requirements, incorporated in this Agreement as **Exhibit D**.
- 2.4 Age; Grade Range; Number of Students. The Charter Operator shall provide instruction to pupils in such grades and numbers in each year of operation under the Agreement as described in the Charter School's Enrollment Projection Table, incorporated in this Agreement as **Exhibit E**.
- 2.4.1 The Charter Operator must obtain written approval from RSD prior to commencing or continuing instruction where the total number of students enrolled is less than eighty-five percent (85%) of the projected enrollment or the total enrollment of the School is fewer than fifty (50) students, whichever number is greater. The RSD shall not unreasonably withhold such prior written approval.
- 2.4.2 The Charter Operator may make reasonable modifications as to the number of students in any particular grade and number of students within a class to accommodate staffing exigencies and attrition patterns, but may not eliminate a grade that the Charter School was scheduled to serve without written permission.
- 2.5 Student Recruitment and Enrollment. Enrollment in the School shall be conducted pursuant to an approved Student Recruitment and Enrollment Plan. The Student Enrollment Policies and Procedures for Type 5 Charter Schools in the Recovery School District (the "Student Enrollment Policies and Procedures") shall be incorporated in this Agreement as **Exhibit F**. In all cases, student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability, or need for special education services.
- 2.5.1 The Recovery School District may assign a student residing within reasonable proximity to the Charter School at any time after the Charter School's enrollment period and lottery have been conducted, if the Charter School has not reached capacity and does not have a waiting list and the Recovery School District operated schools have reached capacity. Reasonable proximity shall be defined by the Recovery School District. Capacity shall be defined by the Recovery School District, but in no event shall it be defined as exceeding the maximum enrollment set forth in the Charter School's Enrollment Projection Table, incorporated in this Agreement as **Exhibit E**. When defining capacity, the Recovery School District shall take into consideration the number of students the Charter Operator's school facility can accommodate and the necessity of hiring additional staff.
- "Assign," for the purposes of this Paragraph, shall be defined as the referral of a student seeking to enroll in a school operated by the Recovery School District to the Charter School, contingent upon parental consent and completion of application materials required by the Charter School. The Charter School's obligation under the provisions of this paragraph shall include the enrollment of a student referred to it by the Recovery School District, whose parent or legal guardian has completed

all application materials necessary for enrollment in the Charter School. Notwithstanding the provisions of this paragraph, all law or charter school policy governing the admission of expelled students shall be applicable.

- 2.6 School Calendar; Hours of Operation. The days and hours of operation of the Charter School shall not be materially less (defined here as more than ten percent (10%) less than total time) than those set forth in the Application; and in no event shall the days and hours of operation be less than the minimum required by La. R.S. 17:3996(B)(4).
- 2.7 Attendance. Attendance of students at the Charter School shall be in compliance with Louisiana's Compulsory Attendance Laws.
- 2.8 Student Conduct and Discipline. The Charter Operator shall implement a School-Specific Student Code of Conduct and Discipline Management Plan ("Student Discipline Plan") developed by the Charter Operator, which must be in compliance with applicable federal and state laws or shall implement the Student Code of Conduct and Discipline Management Plan adopted by the Recovery School District. If the Charter Operator implements a School-Specific Student Code of Conduct and Discipline Management Plan, the provisions of such Plan concerning expulsions shall be in compliance with a Model Expulsion Policy adopted by the Recovery School District, incorporated in this Agreement as **Exhibit G**. The Charter Operator shall complete and submit to the RSD the Student Code of Conduct and Discipline Management Plan Option Form, incorporated in this Agreement as **Exhibit P**.
- 2.9 Pupil Progression Plan. The Charter Operator shall implement a Pupil Progression Plan ("Pupil Progression Plan"), which must be in compliance with applicable state law and regulation, and shall be incorporated in this Agreement as **Exhibit H**. The Charter Operator may adopt the Recovery School District Pupil Progression Plan.
- 2.10 Student Welfare and Safety. The School shall comply with all applicable federal and state laws concerning student welfare, safety, and health, including but not limited to, state laws regarding the reporting of child abuse, accident prevention, and disaster response, and any state regulations governing the operation of school facilities.
- 2.11 Nonsectarian Status. The charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.
- 2.12 Evaluation. The Charter Operator's performance shall be evaluated in conformance with the Framework for Evaluation of Louisiana Charter Schools ("Evaluation Framework"), incorporated in this Agreement as **Exhibit I**. For purposes of contract extension, renewal, and revocation decisions, and other evaluations of the Charter School's performance, BESE will rely primarily on the performance standards set forth in the Evaluation Framework.
- 2.13 Curriculum. Subject to the conditions of this Agreement, the Charter Operator shall have the authority and responsibility for refining the design and implementation of its educational program in a manner that is consistent with state law, including but not limited to, requirements regarding content standards.

2.14 Student Records.

- 2.14.1 The Charter Operator shall comply with any and all recordkeeping requirements of BESE, state law, and regulation and shall provide to the RSD any reports necessary for BESE to meet its reporting obligations. Student records include, but are not limited to, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, standardized test results, and documentation required under federal and state law regarding the education of students with disabilities.
- 2.14.2 The Charter Operator shall comply with the Family Educational and Privacy Rights Act (FERPA), 20 U.S.C.A. 1232g.
- 2.14.3 If this Agreement is terminated, the charter is revoked or surrendered, or the school otherwise ceases to operate, all student records shall be immediately transferred to BESE or BESE's designee.

2.15 Reporting.

- 2.15.1 The Recovery School District shall be considered the local education agency of the Charter Operator for all state and federal reporting requirements.
 - 2.15.2 The Charter Operator shall supply in a timely manner all reports, test results, and other information that is required under this Agreement, state law, and BESE policy and regulations.
 - 2.15.3 The Charter Operator agrees to submit all reports and other information in the manner prescribed by BESE, which may include the use of a document storage and management system and an oversight and compliance management system.
 - 2.15.4 The Charter Operator shall provide a report to parents of pupils enrolled in the Charter School, the community, and BESE indicating progress toward meeting the performance objectives as stated in the Evaluation Framework at the end of each semester.
- 2.16 Assessment of Pupil Performance and Procedures for Corrective Action. The Charter Operator will implement the plan for assessment of pupil performance, administration of statewide assessments, and procedures for corrective action contained in the Application and Charter School Evaluation Framework. Any material changes to these provisions may be made only with the approval of the RSD and the Charter School's Board of Directors. The Charter Operator agrees to implement any testing requirements necessary to meet the respective obligations of the Charter School, RSD, and BESE under applicable provisions of federal and state law and policy. The Charter Operator shall perform all student testing required by state and federal law and BESE policy and regulations, including but not limited to, those of the federal No Child Left Behind Act.
- 2.17 Education of Students with Exceptionalities. The Charter Operator will comply with all applicable requirements of federal and state law and BESE policy concerning the education of children with exceptionalities, including the requirements of the Individuals with Disabilities Act (20 U.S.C. 1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), La. R.S.

17:1941 et seq. and related provisions of the Student Enrollment Policies and Procedures (**Exhibit F**).

- 2.18 Volunteer Requirements. Any requirement that parents commit a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances. The Charter Operator shall not condition the enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or on otherwise donating volunteer hours to the School.
- 2.19 Oversight Authority. BESE shall have broad oversight authority over the Charter School pursuant to La. R.S. 17:1990 and 3981. All records established and maintained in accordance with the provisions of this Agreement, BESE policies and/or regulations, and federal and state law shall be open to inspection by BESE or its designees.
- 2.20 Site Visits. The Charter Operator shall allow representatives from BESE, the Louisiana Department of Education, the Louisiana Legislative Auditor, law enforcement officials, contracted evaluators or any other federal, state, or local regulatory agency to visit the school site at any time to inspect operations and performance and to ensure compliance with all applicable laws and regulations, the terms of this Agreement, and the terms of state and federal grants. During such site visits, the Charter Operator shall allow the visiting officials full and immediate access to its financial and educational records, reports, files, and documents of any kind.
- 2.21 Production of Documents. Representatives of the Charter Operator or the administrator of the charter school shall produce all documentation requested by BESE, the Department of Education, the Louisiana Legislative Auditor, law enforcement officials, contracted evaluators or any other federal, state, or local regulatory agency within three (3) business days of a request. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during site visits.
- 2.22 Services Required to be Provided. The Charter Operator agrees that the Charter School will provide the services set forth and in the manner specified as Services Required to Be Provided ("Required Services"), incorporated in this Agreement as **Exhibit J**, and subject to the terms and conditions specified therein.
- 2.23 Health and Safety. The Charter Operator shall provide appropriate health services and safety protections consistent with applicable law.
- 2.24 Non-Discrimination.
 - 2.24.1 The Charter Operator agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; and the Americans with Disabilities Act of 1990.
 - 2.24.2 The Charter Operator agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

- 2.24.3 Any act of discrimination committed by the Charter Operator or its agents, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

2.25 Notification Requirements.

- 2.25.1 The Charter Operator shall immediately notify the RSD of any conditions that may cause it to vary from the terms of this Agreement, including the approved charter, or from state law or BESE requirements.
- 2.25.2 The Charter Operator shall immediately notify the RSD of any circumstance requiring the closure of the Charter School, including, but not limited to, a natural disaster; such as a hurricane, tornado, storm, flood or other weather related event; other extraordinary emergency, or destruction of or damage to the school facility.
- 2.25.3 The Charter Operator shall immediately notify the RSD of the arrest of any members of the Charter School's Board of Directors, employees, contractors, subcontractors, or any person directly or indirectly employed by the Charter Operator for a crime listed in La. R.S. 15:587.1(C) or any crime related to the misappropriation of funds or theft.
- 2.25.4 The Charter Operator shall immediately notify the RSD of a default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.
- 2.25.5 The Charter Operator shall immediately notify the RSD of any change in its standing with the Office of the Louisiana Secretary of State.
- 2.25.6 The Charter Operator shall immediately notify the RSD if its enrollment decreases by ten percent or more compared to the most recent pupil count submitted to the Department of Education and/or BESE.

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SECTION 3. SCHOOL FINANCIAL MATTERS

3.1 Funding.

- 3.1.1 Prior to the beginning of the new fiscal year, the Charter School Operator shall report enrollment projections for the upcoming school year in the manner prescribed by the RSD.
- 3.1.2 The Louisiana Department of Education will calculate state and federal funding pursuant to formulas developed by the RSD, which may include differentiated funding for certain students, including students identified as being eligible for special education services. All such calculations shall be consistent with the Charter School Fiscal Oversight Policy ("Fiscal Oversight Policy"), incorporated in this Agreement as **Exhibit K**. The Charter Operator shall remain subject to any amendments to the Fiscal Oversight Policy subsequent to the execution of this Charter Contract.
- 3.1.3 The Charter Operator shall be a local education agency for the purpose of applying for state and federal funds and shall be responsible for submitting its own consolidated application for federal funds. For all state and federal grant funds, schools under the jurisdiction of the RSD may seek such state and federal funds as the Charter Operator deems appropriate.
- 3.1.4 Monthly Minimum Foundation Program ("MFP") allocations will be transferred to the Charter School not later than the 25th of each month, and the first Minimum Foundation Program allocation shall occur in July 2007. The Charter School will report student, staff, and financial information in the manner prescribed by the RSD and allocations may be adjusted during the year, as necessary to reflect the actual student count, staff count, and prior year local revenues.
 - 3.1.4.1 The Recovery School District may withhold a percentage of each Charter School's MFP funds to provide services deemed necessary by the Recovery School District and the Louisiana Department of Education. Each fiscal year, the Recovery School District will provide Charter Operator a delineation of services to be provided to the Charter School by the Recovery School District and the Louisiana Department of Education and the costs associated with these services in advance of the October 1st student count.
- 3.1.5 The continuation of this Charter Contract is contingent upon a legislative appropriation or allocation of funds necessary to fulfill the requirements of the Charter Contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Charter Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Charter Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

- 3.1.6 No liability shall accrue to BESE, the Recovery School District, the Department of Education, the State of Louisiana, or any political subdivision of the state in the event Paragraph 3.1.5 is exercised. Neither the State of Louisiana, nor BESE, nor the Recovery School District, nor the Department of Education shall be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph.
- 3.1.7 Notwithstanding the foregoing, the Charter Operator acknowledges that the RSD may, at its discretion, withhold funds to charter schools that, due to its own fault or neglect, do not submit requested data to Board staff, the Department of Education, and contracted evaluators by designated deadlines, provided that such deadlines shall have been provided to the Charter Operator in writing, via a policy or by any other means, in advance of any such withholding of funds.

3.2 Financial Accounting and Reporting.

- 3.2.1 The Charter Operator shall be responsible for the Charter School's operation, including the preparation of a budget. The Charter Operator shall comply with the provisions of La. R.S. 39:1301 through 1315 (Local Government Budget Act) and shall submit a budget directly to the State Superintendent of Education ("superintendent") in a manner and at the times prescribed in the Fiscal Oversight Policy, incorporated in this Agreement as **Exhibit K**.
- 3.2.2 The Charter Operator shall clearly note on each budget it submits to the State Superintendent of Education the total amount of any surpluses of any public funds that have accrued. The RSD reserves the right to compel the Charter Operator to submit a plan, within a reasonable amount of time, subject to RSD approval, for the expenditure of any such surpluses and the implementation of the approved plan. The Charter Operator reserves the right to submit a long-term, multi-year plan, not to exceed the term of its charter or any renewal thereof that will provide for the strategic expenditure of such funds.
- 3.2.3 The Charter Operator shall comply with all rules, guidelines, and regulations adopted by the RSD prescribing forms and practices for budgeting, accounting, and financial reporting, including but not limited to, those prescribed in the Fiscal Oversight Policy (**Exhibit K**).
- 3.2.4 The Charter Operator shall conduct and submit to the RSD an annual independent audit to be conducted by a certified public accountant in accordance with La. R.S. 24:513 et seq., and 17:3996(F), the cost of which shall be borne by the Charter Operator.

3.3 Qualified and Competent Business Professional.

- 3.3.1 The Charter Operator shall retain for the duration of this Charter a Qualified and Competent Business Professional to produce all financial and accounting information and reporting required by this Charter Contract, state law, and BESE policy and regulation, except the required annual audit, which must be performed by an independent auditor. The Qualified and Competent Business Professional shall affix his or her signature to every document he or she prepares, thereby validating its authenticity as his or her work product and thereby affirming that the information contained therein is true and accurate. All documents and reports

submitted pursuant to this Paragraph shall contain the signature of the Qualified and Competent Business Professional, thereby affirming that the information contained therein is true and accurate.

3.3.2 The Charter Operator shall ensure that a Qualified and Competent Business Professional validates all pupil count reports submitted by the Charter Operator to the Department of Education and BESE.

3.3.3 The Charter Operator shall ensure that a Qualified and Competent Business Professional is responsible for validating all inventory reports submitted to BESE by the Charter Operator.

3.4 Tuition and Fees. The Charter Operator shall not charge any pupil tuition or an attendance fee of any kind.

3.5 Financial Records. All records of the Charter School are subject to inspection and production as set forth in this Agreement and as required by the Louisiana Public Records Act. If this Agreement is terminated, the charter is revoked or surrendered, or the school otherwise ceases to operate, the possession of all records of the school shall be immediately transferred to the RSD.

3.6 Assets.

3.6.1 Any assets acquired by the Charter Operator are the property of the Charter School for the duration of this Agreement and any renewal of the Agreement. If this Agreement is terminated, the charter is revoked or surrendered, or the school otherwise ceases to operate, all assets purchased with any public funds shall automatically revert to the full ownership of BESE.

3.6.2 If the charter school fails to open and serve pupils or closes for any reason, including the revocation of its Charter, the Charter Operator shall immediately refund all equipment and cash on hand attributable to state funding to the state; shall not pay any debts with such funds, whether incurred before or after the failure to open and serve pupils or the closure of the charter school; and shall make no other disposition whatsoever of such funds or equipment.

In the event of a voluntary surrender of the Charter, the Charter Operator shall immediately refund all such equipment and cash on hand attributable to state funding to the state; shall not pay any debts with such funds, whether incurred before or after the failure to open and serve pupils or the closure of the charter school; and shall make no other disposition whatsoever of such funds or equipment, except as specifically permitted by BESE pursuant to a written agreement separate from this Charter School Contract and its Exhibits. If any such separate written agreement is negotiated between BESE and the Charter Operator, BESE shall consider the financial impact that Charter Operator's debts may have on other schools operated by the Charter Operator.

3.6.3 If the charter school fails to open and serve pupils or closes for any reason, the Charter Operator shall immediately refund all equipment and cash on hand attributable to federal funding to the appropriate division within the Department of Education, or to any other federal funding source, except as specifically permitted

by BESE pursuant to a written agreement separate from this Charter School Contract and its Exhibits.

- 3.6.4 The Charter Operator shall maintain records of any assets acquired with any private funds that remain the property of the Charter Operator. If the Charter Operator's accounting records fail to clearly establish whether a particular asset was purchased with public funds or private funds, ownership of the asset will revert to BESE.
 - 3.6.5 The Charter Operator shall maintain a complete and current inventory of all school property and shall update the school property inventory quarterly.
 - 3.6.6 The Charter Operator shall be responsible for adequately safeguarding all assets purchased with any public funds and shall produce evidence of such upon request by BESE or its designee.
 - 3.6.7 The Charter Operator agrees to manage the school fund maintained pursuant to La. R.S. 17:414.3 and the amounts therein prior to the Charter School's conversion to a Type 5 charter school in accordance with the provisions of La. R.S. 17:414.3 and any policy adopted pursuant thereto.
- 3.7 Insurance. The Charter Operator shall provide and maintain such insurance as will protect the Charter Operator from claims under Worker's Compensation Acts, including but not limited to the Louisiana Workers' Compensation Act, and any other claims for damages or personal injuries including death that may arise from operations under this Agreement, whether such operation be by the Charter Operator directly or by any subcontractor, or by anyone directly or indirectly employed by either of them. Material revisions to the terms of the insurance plan may be made only with the approval of the RSD and the Board of Directors of the Charter School. Without limiting any obligations or liabilities of the Charter Operator under this Agreement, the Charter Operator shall provide and maintain during the course of this Agreement, at its sole cost and own expense, without reimbursement, minimum insurance coverage as follows:
- 3.7.1 Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Charter Operator's employees, and employers' liability insurance with a minimum limit of \$100,000.
 - 3.7.2 Comprehensive General Liability insurance with a minimum combined single limit of \$1,000,000 each occurrence.
 - 3.7.3 Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each occurrence with respect to the school's owned, hired, or non-owned vehicles, assigned to or used in performance of the services offered by the school.
 - 3.7.4 Property Insurance for buildings being used by the Charter Operator to fulfill the purposes of this contract and any contents purchased by the Charter Operator with state or federal funds. The property insurance obtained by the Charter Operator shall provide BESE or the State of Louisiana with the ability to file a claim for any loss of property purchased with state or federal funds.

If the Charter Operator is occupying a Recovery School District facility and if property and contents insurance is procured by the Recovery School District,

through the State Office of Risk Management or otherwise, the Charter Operator shall be responsible for property and contents insurance premiums associated with the facility it is occupying, unless the cost of premiums for such insurance coverage is received by the Department of Education through a general fund appropriation, which requires no contribution of funds from the RSD budget. The Charter Operator shall be responsible for all deductibles associated with any claim made under property insurance procured through the State Office of Risk Management. All deductibles associated with a claim made under such insurance coverage shall be in accordance with the Office of Risk Management's policy in effect at the time of the occurrence giving rise to a claim.

3.7.5 Errors and Omissions Liability Insurance conforming to the following requirements:

- i. Errors and Omissions Liability Insurance shall cover the Charter Operator for those sources of liability arising out of the rendering or failure to render professional services in the performance of this agreement, including all provisions regarding financial management and indemnification.
- ii. The insurance shall be subject to a maximum deductible not to exceed \$10,000 per claim.
- iii. The minimum limits to be maintained by the Charter Operator shall be no less than \$1,000,000 per claim/annual aggregate.

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SECTION 4. PERSONNEL

- 4.1 Employment Matters. The Charter Operator shall employ and contract with necessary personnel. It shall implement a personnel policy that addresses such issues as hiring of personnel, terms of employment, and compensation consistent with that contained in the Charter Application. The parties agree that teachers and other staff employed by the Charter Operator are not employees of BESE. The Charter Operator shall complete and submit to the RSD the Collective Bargaining Option Form, incorporated in this Agreement as **Exhibit L**. The Charter Operator shall also complete and submit to the RSD the Teachers' Retirement System of Louisiana Option Form, incorporated in this Agreement as **Exhibit O**.
- 4.2 Instructional Providers. The Charter Operator shall employ or otherwise utilize in instructional positions only those individuals who are credentialed in accordance with applicable federal and state law, rules, and regulations, including the federal No Child Left Behind Act.
- 4.3 Paraprofessionals. Paraprofessionals employed by the School shall meet all credentialing requirements imposed by applicable federal and state law, rules, and regulations, including the federal No Child Left Behind Act.
- 4.4. Criminal History Review.
- 4.4.1 No person who has been convicted of, or who has pleaded *nolo contendere* to a crime listed in La. R.S. 15:587.1(C) shall be hired for a position of supervisory or disciplinary authority over school children by a public charter school or public school system, unless approved in writing by a district judge and the district attorney of the parish. For the purposes of this Paragraph, any person employed to provide cafeteria, transportation, or janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services, shall be considered to be hired by the charter school.
- 4.4.2 No person employed or otherwise associated with the charter school, including any contact person listed on the charter school application or any member of the management board, who has been convicted of, or who has pleaded *nolo contendere* to a crime related to misappropriation of funds or theft, shall be engaged in direct processing of charter school funds.
- 4.4.3 The Charter Operator shall adhere to all policies/procedures adopted by BESE concerning criminal history review for public school employees, as well as other persons associated with the charter school who are engaged in direct processing of charter school funds.
- 4.4.4 A criminal history review through the Louisiana Department of Public Safety and Corrections, Office of State Police, Bureau of Criminal Identification, shall be administered. The criminal history review shall include a fingerprint check and simultaneous FBI check. All costs associated with the criminal history review shall be the responsibility of the entity granted the charter, although the Charter Operator may assign the responsibility to those persons undergoing the criminal history review.

SECTION 5. CHARTER TERM, RENEWAL & REVOCATION

- 5.1 Three-Year Term. This Charter School Contract shall be effective upon complete execution for an initial term of three years and will terminate on June 30, 2010, unless BESE grants the Charter Operator a two-year extension of the Charter School Contract pursuant to La. R.S. 17:3992 and 17:3998.
- 5.2 Two-Year Extension.
- 5.2.1 BESE shall conduct a Third-Year Evaluation of the Charter School based on site visits, the Charter School's annual performance reports, and any other information BESE deems relevant and necessary to making a contract extension decision pursuant to La. R.S. 17:3992 and 17:3998(A)(2).
- 5.2.2 The Charter Contract shall be extended for a period of two (2) fiscal years if BESE determines that the charter school is meeting the student, financial, and legal, and contract standards set forth in the Evaluation Framework (**Exhibit I**).
- 5.2.3 BESE may require, as a condition of an extension, that the Charter Operator amend its charter and/or take appropriate corrective action to remedy any material deficiencies that BESE identifies.
- 5.2.4 If BESE grants the Charter Operator a two-year extension of this Agreement, the extension will terminate on June 30, 2012.
- 5.3 Renewal. Upon completion of the charter school's fifth year of operation, the Charter Contract may be renewed at the discretion of BESE pursuant to the Evaluation Framework and applicable provisions of Title 17, Chapter 42, of the Louisiana Revised Statutes.
- 5.3.1 At any point during any extension of this Agreement beyond the fifth year, if BESE determines that the charter school is no longer academically unacceptable, BESE shall require the Recovery School District to seek an agreement with the local school district from which the charter school was transferred for the return of the school to the jurisdiction of the local school district.
- 5.3.2 The transfer of the charter school back to the jurisdiction of the local school district may involve termination of this Agreement and the charter.
- 5.4 Revocation.
- 5.4.1 As provided by law, BESE may terminate or revoke this Agreement at any time upon a determination and affirmative vote by a majority of BESE that the Charter Operator, its board members, officers or employees did any of the following:
- i. Committed a material violation of any of the conditions, standards, or procedures provided for in the approved charter.
 - ii. Failed to meet or pursue within the agreed timelines any of the academic or other educational results specified in the approved charter.
 - iii. Failed to meet generally accepted accounting standards of fiscal management.
 - iv. Violated any provision of law applicable to a charter school, its officers, or employees.

5.4.2 This Charter Contract may be terminated immediately and the Charter revoked if BESE determines that the health, safety, or welfare of students is threatened. BESE must provide written notice of termination, which shall include its findings and basis for termination. The termination and revocation shall be effective upon receipt of the notice of termination by the Charter Operator.

5.5 Dissolution. The Charter Operator shall have adopted an approved dissolution plan ("Dissolution Plan") within one year of the effective date of this Agreement.

5.5.1 BESE will promulgate a model Dissolution Plan that it shall pre-approve for adoption by the Charter Operator. In the alternative, the Charter Operator may develop and submit a School-Specific Dissolution Plan for approval. BESE may require the Charter Operator to modify a School-Specific Dissolution Plan, but approval will not be unreasonably withheld.

5.5.2 In the event that the Charter School should cease operations for any reason, including termination of this Agreement, surrender, revocation, or non-renewal of the Charter, or dissolution of the non-profit corporation, the Board of Directors of the Charter School shall have direct responsibility for carrying out the dissolution of the school and disposition of assets in accordance with the Dissolution Plan and applicable law. BESE shall, at its discretion, have authority to supervise, oversee, or direct the dissolution of the business and affairs of the charter school.

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SECTION 6. MISCELLANEOUS

- 6.1 Entire Agreement. The Charter Operator and BESE intend this Agreement, including all of the Exhibits, to represent a final and complete expression of their contract, which shall be considered the school's Charter; except that the parties recognize that amendments to this Agreement may be approved from time to time hereafter. All prior representations, understandings, and discussions are merged herein, and no course of prior dealings between the parties shall supplement or explain any terms used in this document.
- 6.2 Notice. Any notice required or permitted under this Agreement shall be in writing and shall be effective immediately upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the following:

In the case of the Charter Operator:

Lawrence Kullman
President
Middle School Advocates, Inc.
1838 State Street
New Orleans, LA 70115

In the case of the Board of Elementary and Secondary Education:

Weegie Peabody, Executive Director
Board of Elementary and Secondary Education
P.O. Box 94064
Baton Rouge, LA 70804

6.3 Indemnification and Disclaimer of Liability.

- 6.3.1 The parties acknowledge that the Charter Operator is not acting as the agent of, or under the direction and control of BESE, except as required by law or this Agreement and that BESE does not assume liability for any loss or injury resulting from the acts or omissions of the Charter School, its directors, trustees, agents, or employees.
- 6.3.2 The Charter Operator acknowledges that it is without authority to extend the faith and credit of BESE to any third party. The Charter Operator shall clearly indicate to vendors and other entities and individuals outside BESE that the obligations of the Charter Operator under agreement or contract are solely the responsibility of the Charter Operator and are not the responsibility of BESE.
- 6.3.3 The Charter Operator shall defend, indemnify, and hold harmless the State of Louisiana, BESE, the Recovery School District, the Department of Education, its officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to, attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the State, BESE, the Recovery School District or the Department of Education on account of any action of the Charter Operator, its employees, agents or assigns. The provisions or limits of insurance required under this contract shall not limit the liability of the Charter Operator.

- 6.3.4 This Agreement is not an employment contract. No officer, employee, agent, or subcontractor of the Charter Operator or the School is an officer, employee, or agent of BESE, the Recovery School District, the Department of Education, or the State of Louisiana.
- 6.3.5 The parties acknowledge that neither BESE, nor the Recovery School District, nor the Department of Education, nor the State of Louisiana are liable for the debts or financial obligations of the Charter Operator or the Charter School.
- 6.3.6 The parties acknowledge that, pursuant to La. R.S. 17:3993, BESE and its members individually are immune from civil liability for any damages arising with respect to all activities related to the operation of any type of charter school they may authorize as a chartering authority.
- 6.4 Waiver. The parties agree that either party's failure to insist on strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 6.5 Assignment. No right or interest in this Agreement shall be assigned by anyone on behalf of the Charter Operator without prior written approval of BESE and delegation of any contractual duty of the Charter Operator shall not be made without prior written approval of BESE, which approval may be given or withheld at the sole discretion of BESE. A violation of this provision shall be grounds for immediate termination of this Agreement and revocation of the Charter.
- 6.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana and all applicable federal laws of the United States.
- 6.6.1 The parties intend that where this Agreement references federal or state laws, that they be bound by any amendments to such laws upon the effective date of such amendments.
- 6.6.2 The Charter Operator shall comply with all federal and state laws and regulations applicable to Type 5 charter schools, and all requirements imposed by BESE policy and regulation. The Charter Operator shall conform, in all respects, with the educational standards contained in its Application and this Agreement.
- 6.7 Severability. The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Agreement shall remain in effect unless otherwise terminated by one or both of the parties.
- 6.8 No Third Party Beneficiary. The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to BESE and the Charter Operator. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

- 6.9 Counterparts; Signature by Facsimile. This Agreement may be signed in counterparts, which shall together constitute the original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.
- 6.10 Material Amendment. Any material amendment to this Agreement will be effective only with approval of both BESE, or its designee, and the Charter School's Board of Directors.
- 6.10.1 The Charter Operator will submit any proposed Material Amendment to BESE in accordance with guidance to be promulgated by BESE.
- 6.10.2 Changes to the Agreement that constitute Material Amendments include, but are not limited to, the following:
- Changes in legal status; ownership; or management, including the structure of the governing board and its membership.
 - Changes in the school's mission.
 - Enrollment in excess of 120% of the total number of students authorized in the approved Application.
 - Changes in grade levels served.
 - Changes in school location (change of site and/or adding or deleting sites).
 - Changes in the school calendar affecting the number of days of instruction.
 - Changes in admission procedures.
 - Changes in Special Education procedures.
 - Changes in curriculum or methodology.
 - Changes in the method(s) used to measure pupil progress.
 - Changes in signing authority for the Charter School.
 - Changes in BESE or RSD regulations promulgated after the effective date of this Charter Agreement only if such changes apply exclusively to Type 5 charter schools and patently contradict any provision of this Charter Agreement.
- 6.11 Non-Material Amendment. A Non-Material Amendment of this Agreement may be made effective by the Charter Operator through written Notification to BESE.
- 6.11.1 The Charter Operator will notify BESE of any proposed Non-Material Amendment in accordance with guidance to be promulgated by BESE.
- 6.11.2 A Non-Material Amendment by the Charter Operator will be effective ten (10) days following Notification, unless BESE notifies the Charter Operator that it objects to the proposed Amendment. A non-material amendment by BESE via BESE or RSD regulations or policies or any amendments thereto will be effective immediately unless a different effective date is stated therein.
- 6.11.3 Non-Material Amendments to the Agreement are limited to the following:
- Changes to the mailing address, telephone, and/or fax number of the Charter School.
 - Changes to the contact person located at the Charter School site.
 - Amendments to the Charter Operator's bylaws.
 - Option expressed in Exhibits L.
 - Option expressed in Exhibit O, as permitted therein.
 - Option expressed in Exhibit P.

- BESE and RSD regulations and policies other than those described in Section 6.10.2 of this Charter Agreement.

6.12 Order of Precedence. In the event that any part of **Exhibit A** (the Charter Operator's Application) conflicts with any provision in Sections 1 through 6 of this Charter School Contract and/or with any provision in Exhibits B through O, including any documents submitted pursuant to said exhibits, the provisions of this Charter School Contract and Exhibits B through O, including any documents submitted pursuant to said exhibits, shall take precedence over Exhibit A.

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IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

**LOUISIANA STATE BOARD OF ELEMENTARY
AND SECONDARY EDUCATION:**

By: Linda M. Johnson
BESE PRESIDENT

6/22/17
DATE

CHARTER OPERATOR:

By: [Signature]
OFFICER OF CHARTER OPERATOR

5/31/07
DATE

CHARTER SCHOOL CONTRACT
FOR
TYPE 5 CHARTER SCHOOLS IN THE LOUISIANA RECOVERY SCHOOL DISTRICT

TABLE OF EXHIBITS

- Exhibit A: Approved Charter Application
- Exhibit B: Facility Assignment Plan
- Exhibit C: Pre-Opening Procedures
- Exhibit D: Education Service Provider Contract Requirements
- Exhibit E: Enrollment Projection Table
- Exhibit F: Student Enrollment Policies and Procedures
- Exhibit G: Model Expulsion Policy
- Exhibit H: Pupil Progression Plan
- Exhibit I: Charter School Evaluation Framework
- Exhibit J: Services Required to Be Provided
- Exhibit K: Fiscal Oversight Policy
- Exhibit L: Collective Bargaining Option
- Exhibit M: Disclosure of Financial Interest and Conflict of Interest Form (for prospective Charter School Board Members)
- Exhibit N: Affirmation of Eligibility to Serve (for prospective Charter School Board Members)
- Exhibit O: Teachers' Retirement System of Louisiana Option
- Exhibit P: Student Code of Conduct and Discipline Management Plan Option

CHARTER SCHOOL CONTRACT: EXHIBIT B

FACILITIES ASSIGNMENT PLAN FOR TYPE 5 CHARTER SCHOOLS IN THE LOUISIANA RECOVERY SCHOOL DISTRICT

The Recovery School District ("RSD") has the right to use any school building and all facilities and property otherwise part of a school that has been placed in the RSD's jurisdiction. La. R.S. 17:1990(B)(4). Pursuant to this authority, RSD intends to make facilities available to Charter Operators of Type 5 charter schools.

1. Selection

The RSD, at its sole discretion, will make facilities available to individual Charter Operators of Type 5 charter schools. The following considerations will guide the exercise of RSD discretion:

- a. Facility Readiness. RSD will make available only facilities that it reasonably believes will be ready for occupancy at or near the charter school's scheduled start date. In determining readiness, RSD will consider necessary repairs and renovations, code compliance, and occupancy health and safety.
- b. Building Capacity & Design. RSD will consider how building capacity and design align with grade levels to be served, projected enrollment, and program-specific needs in evaluating the appropriateness of a facility for a particular Charter Operator.
- c. Community Need. RSD will consider the neighborhood population a facility is likely to serve to the extent that
 - i. an approved Application identifies a particular community or neighborhood preference and a compelling demand or need for the school in that community; *or*
 - ii. RSD identifies a community or neighborhood that it determines is particularly likely to benefit from a Charter Operator's proposed educational program.
- d. Temporary Facility. In the event that RSD and the Charter Operator do not agree on selection of a facility, RSD may make facilities available to the Charter Operator on an interim basis if doing so will enable the school to open pending identification of a permanent facility.

Regardless, of the foregoing, RSD has sole discretion regarding facilities selection and has no obligation to make a facility available to a Charter Operator.

A Charter Operator may, at any time, make facilities arrangements for a non-RSD facility provided the facility complies with relevant health and safety provisions and other applicable law.

CHARTER SCHOOL CONTRACT: EXHIBIT B

II. Occupancy

- a. RSD Facility. Occupancy of an RSD facility will be subject to a negotiated lease agreement between BESE and the Charter Operator. Ordinarily, the lease will include the following provisions:
 - i. The lease term will coincide with the term of the Charter Contract.
 - ii. Physical property, including but not limited to furniture, equipment and supplies, located in the facility will convey to the Charter Operator for the duration of the lease.
 - iii. Physical property will remain, at all times, the property of the RSD.
 - iv. Repair and replacement of physical property will be the sole responsibility of the Charter Operator for the duration of the Charter School's occupancy and throughout the term of the facility lease.
 - v. The Charter Operator will be responsible for and obligated to provide for routine maintenance and repair such that the facilities and property are maintained in as good condition as when the right of use was acquired, excluding ordinary wear.
 - vi. There will be no requirement that the Charter Operator provide for the type of extensive repair to buildings or facilities that would be considered a capital expense.
- b. Non-RSD Facility. To occupy a non-RSD facility, a Charter Operator must meet all Non-RSD Facility requirements set out in the Pre-Opening Procedures for Type 5 Charter Schools (Charter Contract, Exhibit C). Pre-Opening Procedures include, but are not limited to, timely submission of the following documentation for RSD approval:
 - i. physical address;
 - ii. lease or memorandum of understanding;
 - iii. proof of school zoning permission; and
 - iv. inspection report;
 - v. if renovations or improvements are necessary to occupy the facility,
 1. a facility improvement plan that identifies the work to be performed, costs, timelines and project manager, and
 2. a financial plan that identifies how the improvements will be funded.

Occupancy of a non-RSD facility will be subject at all times to RSD monitoring for compliance with the terms of the Charter Contract including all relevant health and safety provisions.

CHARTER SCHOOL CONTRACT, EXHIBIT C

PRE-OPENING PROCEDURES FOR TYPE 5 CHARTER SCHOOLS

FEBRUARY 2007

The State Board of Elementary and Secondary Education (BESE) is committed to ensuring the successful opening of new charter schools. Toward that end, BESE and the Recovery School District will monitor and assess each school's readiness to open. The chart below outlines specific tasks, based on Louisiana charter school law as well as laws applying to all public schools, which the charter school's governing board and leadership must fulfill to demonstrate that it is fully prepared to open and serve students well.

All documentation described below can be mailed to:

Board of Elementary and Secondary Education
P.O. Box 94064
Baton Rouge, Louisiana 70804-9064

ATTN: Patricia McFarland

Documentation can also be delivered to:

Board of Elementary and Secondary Education
Claiborne Building, Suite 5-190
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Patricia McFarland

BESE's final approval of a charter application is contingent upon satisfactory completion of the items identified in the below pre-opening procedures and is effective upon execution of the charter contract no later than June 1, 2007. Execution of the charter contract includes signature by the nonprofit board president and the president of BESE. The president of BESE will not sign a charter contract unless all of the submissions set forth below that have a due date on or before June 1 have been received. Failure to submit documentation in a sufficient/timely manner will result in a charter school not being allowed to open in the 2007-08 school year. Additional documentation may be required prior to the opening of the school year. BESE and/or the RSD will contact schools directly in reference to any additional information requirements and/or changes to the below list.

| CATEGORY | TASK | STATUTORY REFERENCE GUIDING DOCUMENTS | DUE DATE | SUBMISSION DATE/STATUS | DATE RECEIVED/ APPROVED |
|--------------------------------------|--|--|---|------------------------|-------------------------------|
| Category A | 1. Submit Non-profit Board approved Enrollment Policy for LDE approval. (Note: The student enrollment process may NOT begin until LDE has approved the school's enrollment policy.) | La. R.S. 17:3991(C)(1) Charter Contract Exhibit F RSD's Student Enrollment Policies and Procedures for Type 5 Charter Schools ;BESE Motion | No later than March 30, 2007 | | |
| <u>ENROLLMENT AND ADMISSIONS</u> | | | | | |
| 3 Tasks | 2. Submit five-year enrollment projections, including expansion plans for grades and total enrollment. | Charter School Contract Exhibit E (Enrollment Projection Table) | No later than March 30, 2007 | | |
| | 3. Submit roster of enrolled students, including name, address, grade and prior school attended. | Use LDE's Roster for Student Admission in Type 5 Charter Schools, 2007 -2008 School Year | August 1 or 10 days prior to school opening | | |

** The Due Date represents the date the item must be received by the BESE office.

CHARTER SCHOOL CONTRACT: EXHIBIT C
PRE-OPENING PROCEDURES FOR
TYPE 5 CHARTER SCHOOLS
FEBRUARY 2007

| CATEGORY | TASK | STATUTORY REFERENCE GUIDING DOCUMENTS | DUE DATE | SUBMISSION DATE/STATUS | DATE RECEIVED/ APPROVED |
|--|--|---|---|------------------------|-------------------------------|
| Category B <u>GOVERNANCE</u> 8 Tasks | 1. Submit Non-profit Board of Director officer appointments (Chair/President, Treasurer, etc). | | No later than March 30, 2007 | | |
| | 2. Submit schedule of Non-Profit Board Meetings (including date, time, and location) for the 2007-2008 school year. | | No later than March 30, 2007 | | |
| | 3. Submit Proof of Non-Profit Status (Certificate of Incorporation) | La. R.S. 17: 3991(A)(1)(a) Charter School Contract | No later than March 30, 2007 | | |
| | 4. Submit a resume, disclosure of financial interest, and conflict of interest statement, and affirmation of eligibility to serve for each member of the Non-profit Board of Directors. | La. R.S. 17: 3991(A)(1)(c) Use LDE Forms: Charter School Contract Exhibit M (Disclosure of Financial Interest and Conflict of Interest) and Exhibit N (Affirmation of Eligibility to Serve) | No later than March 30, 2007 and upon addition of new board members | | |
| | 5. Submit Non-profit Board-approved Bylaws with conflict of interest policy for LDE approval | | No later than March 30, 2007 | | |
| | 6. Submit plan for Non-profit Board Training(s) (including background and expertise of organization providing training, scheduled dates, and topics). Verification of participation will be requested from service provider. | | No later than April 30 | | |
| | 7. Submit proof of application to Internal Revenue Service for Federal tax exemption status | See Internal Revenue Services website | No later than March 30, 2007 | | |
| | 8. Submit proof of Federal tax exemption status | | Upon Receipt or no later than April 30, if currently possessed | | |

** The Due Date represents the date the item must be received by the BESE office.

CHARTER SCHOOL CONTRACT: EXHIBIT C
PRE-OPENING PROCEDURES FOR
TYPE 5 CHARTER SCHOOLS
FEBRUARY 2007

| CATEGORY | TASK | STATUTORY REFERENCE GUIDING DOCUMENTS | DUE DATE | SUBMISSION DATE/STATUS | DATE RECEIVED/ APPROVED |
|--|---|--|---|------------------------|-------------------------------|
| Category C <u>EDUCATIONAL PROGRAM</u> 3 Tasks | 1. Submit Non-profit Board-approved mission statement. | | No later than March 30, 2007 | | |
| | 2. Submit Non-profit Board-approved Student Handbook to LDE for approval. Student Handbook shall include, but not be limited to, student discipline policies, suspension and expulsion policies and dress code. (Note: specific guidance on the parameters of student expulsion is forthcoming.) | | May 25 | | |
| | 3. Submit school calendar, including official start date for the 2007-2008 school year. | | May 15 | | |
| Category D <u>ADMINISTRATION AND STAFF</u> 3 Tasks | 1. Submit resume for Principal and emergency contact information. | | August 1 or 10 days prior to school opening or 5 days after hire date, whichever occurs first | | |
| | 2. Submit roster of staff; roster that details teaching qualifications, including certification and federal NCLB "highly qualified teacher requirements" for teachers of core academic subjects. | La. R.S. 17:3991(C)(6)(b); Charter School Contract Use LDE Staff Roster for Type 5 Charter Schools, 2007-2008 School Year. | August 1 or 10 days prior to school opening. | | |
| | 3. Submit written documentation that criminal background checks have been completed on all school staff and volunteers that come into direct contact with the school's students. | La. R.S. 17: 3991(E)(5)(a) | August 1 or 10 days prior to school opening. | | |

** The Due Date represents the date the item must be received by the BESE office.

CHARTER SCHOOL CONTRACT: EXHIBIT C
PRE-OPENING PROCEDURES FOR
TYPE 5 CHARTER SCHOOLS
FEBRUARY 2007

| CATEGORY | TASK | STATUTORY REFERENCE GUIDING DOCUMENTS | DUE DATE | SUBMISSION DATE/STATUS | DATE RECEIVED/ APPROVED |
|--|---|--|------------------------------------|------------------------|-------------------------------|
| Category E <u>MANAGEMENT CONTRACT</u> 1 Task | 1. Submit Management Contract (if applicable) for LDE compliance review. | Charter School Contract: Exhibit D (Education Service Provider Contract Requirements) | No later than April 30 | | |
| Category F <u>BUDGET</u> 4 Tasks | 1. Submit budget, with detailed assumptions for ALL revenues and expenditures, for the first year of operation. (Note: The fiscal year for the first year of operation is July 1, 2007 through June 30, 2008.) | La. R.S. 17:3996(G) Charter School Contract USE LDE's Budget Forms found at: http://www.doe.state.la.us/lde/uploads/8383.xls | May 25 | | |
| | 2. Submit monthly cash flow projection for the first year of operation. | Charter School Contract USE LDE's Budget Forms found at: http://www.doe.state.la.us/lde/uploads/8383.xls | May 25 | | |
| | 3. Submit five-year budget, including general assumptions used to project budget (i.e. changes in enrollment, number of teachers, projected increase in revenue or expenditures, salary increases, etc) | Charter School Contract Use LDE's Budget Forms found at: http://www.doe.state.la.us/lde/uploads/8383.xls | May 25 | | |
| | 4. Submit Federal Charter Schools Program Grant Application | | By deadlines established by LDE | | |

** The Due Date represents the date the item must be received by the BESE office.

CHARTER SCHOOL CONTRACT: EXHIBIT C
PRE-OPENING PROCEDURES FOR
TYPE 5 CHARTER SCHOOLS
FEBRUARY 2007

| CATEGORY | TASK | STATUTORY REFERENCE GUIDING DOCUMENTS | DUE DATE | SUBMISSION DATE/STATUS | DATE RECEIVED/ APPROVED |
|--|---|---|---|------------------------|-------------------------------|
| Category G <u>FINANCIAL MANAGEMENT</u> 3 Tasks | 1. Submit W-9 and Electronic Fund Transfer (EFT) Enrollment Form | See Division of Administration – Office of Statewide Reporting and Accounting Policy for specific instructions. | May 1 | | |
| | 2. Submit documentation of engagement of a Certified Public Accountant to conduct an independent financial audit. Include a detailed description of services to be provided. | La. R.S. 17:3996(F) Charter School Contract | May 1 | | |
| | 3. Submit resume and qualifications for individual(s) to provide the business services for the school including a detailed job description for the position responsible for the daily collection of financial data. | | August 1 or 10 days prior to school opening or 5 days after hire date, whichever occurs first | | |
| Category H <u>CONTRACT EXECUTION</u> 1 Task | 1. Submit contract signed by Nonprofit Board President | | June 1 | | |
| Category I <u>INSURANCE</u> 1 Task | 1. Submit Proof of Insurance for insurance required in the Charter School Contract | Charter School Contract | June 15 | | |

** The Due Date represents the date the item must be received by the BESE office.

CHARTER SCHOOL CONTRACT: EXHIBIT C
PRE-OPENING PROCEDURES FOR
TYPE 5 CHARTER SCHOOLS
FEBRUARY 2007

| CATEGORY | TASK | STATUTORY REFERENCE GUIDING DOCUMENTS | DUE DATE | SUBMISSION DATE/STATUS | DATE RECEIVED APPROVED |
|--|---|--|---|------------------------|------------------------------|
| Category J <u>NON-RSD FACILITY</u> 1 Task | 1. Submit location address, lease agreement and zoning, land and building use permits | Charter School Contract: Exhibit B (Facility Assignment Plan) | May 15 | | |
| Category K <u>NON-RSD FACILITY</u> 1 Task | 1. Submit inspection reports (fire, health, city building) | Charter School Contract: Exhibit B (Facilities Assignment Plan) | June 29 | | |
| Category L <u>SCHOOL FACILITY AND BUILDING SAFETY</u> 1 Task | 1. Submit Safety and Emergency Plan | | August 1 or 10 days prior to school opening | | |
| Category M <u>NUTRITION SERVICES</u> 1 Task | 1. Submit documentation of Food Service and Nutrition Program. | | August 1 or 10 days prior to school opening | | |
| Category N <u>TRANSPORTATION</u> 1 Task | 1. Submit transportation plan. | Charter School Contract: Exhibit J (Services Required to Be Provided) | August 1 or 10 days prior to school opening | | |

** The Due Date represents the date the item must be received by the BESE office.

CHARTER SCHOOL CONTRACT: EXHIBIT D

EDUCATION SERVICE PROVIDER CONTRACT REQUIREMENTS

In the event the Charter Operator intends to contract with a third party for comprehensive school management or operations services ("Service Agreement"), the following requirements must be met by the Charter Operator prior to opening:

- I. Required Provisions of Bylaws. The bylaws of the Charter School shall provide that the Charter School may not enter into any contract for comprehensive school management or operations services ("Service Agreement"), without first submitting such Service Agreement to the State Board of Elementary and Secondary Education for review and approval.
- II. Submission of Service Agreement. The Service Agreement shall be submitted to BESE no later than thirty (30) days prior to its effective date. If BESE determines that the Service Agreement does not comply with the provisions set forth in Section III ("Required Terms of Service Agreement") of this Exhibit, or that the Charter Operator's entering into the Service Agreement would otherwise be in violation of the conditions set forth in this Exhibit, any other part of the Charter School Law or the school's Charter School Contract, then BESE shall notify the Charter Operator within twenty (20) days, stating with particularity the grounds for its objections. In such event, the Charter School shall not enter into the Service Agreement unless and until the deficiencies noted by BESE have been remedied to BESE's reasonable satisfaction.
- III. Required Terms of Service Agreement. The Service Agreement shall include, without limitation, the following Required Terms:
 - a. The Service Agreement shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter School Contract.
 - b. The Service Agreement shall describe the specific services for which the Service Provider is responsible and shall clearly delineate the respective roles and responsibilities of the Service Provider and the Charter Operator in the management and operation of the Charter School, including development, approval and oversight of the Charter School's budget; development, approval and oversight of the Charter School's curriculum; and oversight of the Service Provider's services.
 - c. The Service Agreement shall expressly provide that the Charter Operator retains, at all times, ultimate responsibility for the Charter School's budget and curriculum.
 - d. The Service Agreement shall include procedures by which the Service Provider will be accountable to the Charter Operator including expressly addressing how the Charter Operator will evaluate and hold the Service Provider accountable in relation to the performance requirements set out in the School Evaluation Framework.

CHARTER SCHOOL CONTRACT: EXHIBIT D

- e. The Service Agreement shall be terminable by the Charter Operator, in accordance with its established termination procedures: (a) upon default by the Service Provider, including without limitation any act or omission of the Service Provider that causes a default under the Charter School Contract or that causes the Charter Operator or Charter School to be in violation of the Charter Schools Law; or (b) for other good cause as agreed by the Charter Operator and the Service Provider.
- f. The Service Agreement shall require that the Service Provider furnish the Charter Operator with all information deemed necessary by the Charter Operator or the RSD for the proper completion of the budget, quarterly reports, or Financial Audits, required under Section 3 ("School Financial Matters") of the Charter School Contract.
- g. The Service Agreement shall provide that all financial reports provided or prepared by the Service Provider shall be presented in the format prescribed by BESE or, if BESE has not prescribed a format, in GAAP/FASB approved nonprofit format.
- h. The Service Agreement shall provide that all employees or contractors of the Service Provider who have direct, daily contact with students of the Charter School shall be subject to criminal background check requirements pursuant to LA-R.S. 17:3991(E)(5), to the same extent as employees of the Charter School.
- i. The Service Agreement shall contain provisions requiring compliance with all requirements, terms and conditions established by any Federal or State funding source.
- j. The Service Agreement shall provide that the Charter Operator retains responsibility for selecting and hiring the auditor for the independent annual audit required by Section 3 ("School Financial Matters") of the Charter School Contract.
- k. The Service Agreement shall provide that Louisiana law governs any legal proceeding arising out of a dispute between the Charter Operator and the Service Provider.
- l. The Term of the Service Agreement shall not exceed the term of the school's charter or Charter School Contract.

IV. Financial Reporting.

- a. **Budget.** The budget prepared by the Charter Operator pursuant to Section 3 of the Charter School Contract shall include, without limitation, the following itemized information:
 - i. All expenses and anticipated expenses associated with the operation and management of the Charter School.

CHARTER SCHOOL CONTRACT: EXHIBIT D

- ii. All contract payments, lease payments, management fees, administrative fees, licensing fees, expenses and other amounts paid to the Service Provider or otherwise paid pursuant to the Service Agreement by the Charter School. Such reporting should make clear the sources of revenue on which fees are based.
 - iii. All loan repayments for any loans made to the Charter Operator by the Service Provider, including separate line items for interest, principal and premium, if any, on such loan repayments.
 - iv. All investments in the Charter School or Charter Operator by the Service Provider, including the expected returns on equity for such investments.
- b. **Quarterly Financial Statements.** Quarterly financial statements filed by the Charter Operator pursuant to the Charter School Fiscal Oversight Policy, Exhibit 1 of the Charter Contract, shall reflect the school's entire financial operations, including an itemized accounting of all amounts paid to the Service Provider or otherwise paid for the Contract Services, which amounts shall be itemized in a manner that clearly corresponds with those categories provided in the Charter School's annual budget or the Service Agreement.
- c. **Annual Audit.** The Financial Audits required under Section 3 ("School Financial Matters") of the Charter School Contract shall include review of all fees and payments made by the Charter Operator to the Service Provider.
- d. **Reporting of Loans and Investments.** All loans to, or investments in, the Charter Operator or the Charter School by the Service Provider must be evidenced by appropriate documentation, either in the contract between the Charter School and the Service Provider, or through separate agreements. In the case of investments, such documentation shall explain how the investment shall be treated on the books of the Charter Operator and shall clearly state the Service Provider's expected return on equity.


V. Construction.

Nothing in this Exhibit shall be construed to waive or otherwise limit the obligation of the Charter Operator to provide information otherwise required to be reported by the Charter School under the Charter Schools Law or the Charter School Contract.

CHARTER SCHOOL CONTRACT: EXHIBIT E

ENROLLMENT PROJECTION TABLE
CHARTER SCHOOL CONTRACTName of Charter School: New Orleans Charter Middle School

| Grade Level | Year 1 July 20__ - June 20__ | Year 2 July 20__ - June 20__ | Year 3 July 20__ - June 20__ | Year 4 July 20__ - June 20__ | Year 5 July 20__ - June 20__ |
|-------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| K | | 20 | 40 | 40 | 40 |
| 1 | | 20 | 40 | 40 | 40 |
| 2 | | 20 | 40 | 40 | 40 |
| 3 | 25 | 22 | 40 | 40 | 40 |
| 4 | 25 | 25 | 44 | 40 | 40 |
| 5 | 25 | 25 | 25 | 44 | 40 |
| 6 | 25 | 25 | 25 | 25 | 44 |
| 7 | | 25 | 25 | 25 | 25 |
| 8 | | | 25 | 25 | 25 |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
| TOTALS | 100 | 182 | 304 | 319 | 334 |



Signature of Charter Operator's
Authorized Representative

May 9, 2007
Date

File original with:

Louisiana Board of Elementary and Secondary Education (BESE)
Suite 5-190
1201 North 3rd Street
Baton Rouge, Louisiana 70802
ATTN: Executive Director

CHARTER SCHOOL CONTRACT: EXHIBIT F

STUDENT ENROLLMENT POLICIES AND PROCEDURES FOR TYPE 5 CHARTER SCHOOLS IN THE RECOVERY SCHOOL DISTRICT

FEBRUARY 2007

The State Board of Elementary and Secondary Education (BESE) and the Recovery School District (RSD) are committed to ensuring that the student enrollment process across all charter schools is fair, transparent and accessible to all students and families interested in attending a charter school.

The following describes the student enrollment process, both in terms of policies and procedures, for new charter schools within the RSD.

ENROLLMENT POLICY

The Board of Directors must adopt a written student enrollment policy. The policy should include:

- Five-year enrollment plan (including expansion plan for additional grades and number of students served);
- A non-discrimination assurance;
- Eligibility and application requirements (including ages/grades at which the school enrolls, or does not enroll, new students);
- Marketing/outreach/recruitment timeline and activities;
- Due dates for application materials;
- Lottery date and process;
- Instructions for accepting admission if chosen in the lottery; and
- Waitlist procedures.

The Louisiana Department of Education (LDE) will review the school's approved enrollment policy and any application materials (i.e. written application, recruitment flyer) to ensure consistency with the Louisiana charter school law.

Non-Discrimination Requirement

Charter schools that operate within the Recovery School District are public schools and are open to all students eligible for enrollment in a public school in Orleans Parish. Charter schools may not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or in a foreign language, or academic achievement in admitting students, nor may charter schools set admissions criteria that are intended to discriminate or that have the effect of discriminating on any of these bases.

ENROLLMENT PERIOD

Once the enrollment policy for the charter school is approved by Louisiana Department of Education (LDE), the school may start its official enrollment period.

CHARTER SCHOOL CONTRACT: EXHIBIT F

To initiate the enrollment period, the charter school should:

- Determine the spaces available in each grade based on the school's capacity;
- Set a deadline for accepting student applications. Pursuant to the Louisiana Charter School Law, an application period shall not be less than one month nor more than three months;
- Publicize the application deadline in multiple venues with reasonable notice of at least one month before the deadline;
- Set a date for the lottery with reasonable public notice given at least one week prior to the lottery; and
- Set a final date for students to accept enrollment and the actual date of enrollment.

Thus, the earliest that a charter school can begin accepting applications is following the approval of its enrollment policy by the LDE. The earliest date on which the lottery can be held is thirty (30) days following the application period start date in its approved enrollment policy. The latest date on which the lottery can be held is July 2, 2007.

Recommended Practice in Recruiting Students

To meet the requirement of "reasonable notice," a charter school might:

- Send notification to local non-profits advertising the school and its enrollment process;
- Post notices in various locations across the city;
- Hold well-publicized informational meetings for students and families to learn about the school and its enrollment process; and
- Run advertisements in the city's major commercial and community newspapers.

Application Requirements

As stated above, charter schools may not discriminate in their enrollment practices. At the same time, charter schools have an interest in making sure that prospective students and families understand the mission and focus of the school and that they are interested in being part of that school community. To that end, charter schools may have enrollment requirements, provided those requirements are not designed, intended, or used to discriminate unlawfully. Meetings with parents/guardians, for example, must be designed to inform them about the school rather than to discourage certain types of students from attending the school.

Acceptable Application Requirements

- Charter school may require a written enrollment form that includes basic and general information about the prospective student (i.e. name, address, birth date, last grade completed, prior school attended).
- Charter schools may require proof of residency in Orleans Parish (such requirement may not be made of homeless students), as defined herein.
- Charter schools may require students to successfully complete the grade preceding the grade the student plans to enter.
- Charter schools may encourage (not require) parents/guardians to attend informational sessions.

CHARTER SCHOOL CONTRACT: EXHIBIT F

Unacceptable Application Requirements

- Charter schools may not require a written application that is intended to assess the student's aptitude (i.e. essay responses, prior test scores, special education and English language learner identification).
- Charter schools may not make statements in meetings that are intended to or have the effect of discouraging parents/guardians of students with disabilities, or English language learners, or any other protected group of students from submitting an application to the school.

Proof of Residency

In order to be eligible to apply for admission, a student must have lived in Orleans Parish pre-Katrina or currently live in Orleans Parish. Students applying for admission to a charter school that lived in Orleans Parish pre-Katrina are eligible for enrollment if they are currently displaced outside of Orleans Parish and anticipate returning to New Orleans for the 2007-2008 school year.

Recommended Application Materials

Charter schools should make it as easy as possible for students and families to complete the enrollment application. Toward that end, charter schools should:

- Translate the application in languages spoken by the prospective population.
- Make the application available in multiple locations (i.e. school building, neighboring non-profit organizations, internet/website).

Charter schools are expected to make proactive efforts to reach out to students and families throughout the community in recruiting new students, and to administer their enrollment process in a way that is open, inclusive and fair. Failure to do so may indicate that the school is using its enrollment process to discriminate and may result in sanctions by LDE.

Enrollment of Students with Disabilities

It is expected that charter schools will enroll students with disabilities in compliance with all applicable law. The LDE will monitor all schools for compliance with the law to ensure equal access for ALL students. In admitting students in compliance with applicable law, it is anticipated that a charter school will enroll a percentage of students that is reflective of the number of students with disabilities being served in schools in the RSD. As a result, in the 2007-08 school year, the proportion of students admitted to a charter school that have been identified as eligible for special education services is expected to be no less than ten percent (10%) or the average percentage of students with disabilities in the RSD, whichever is less, of a charter school's student population, exclusive of students identified as gifted and talented. This is not a quota or a cap on the enrollment of students with disabilities. All students must be admitted in compliance with applicable law.

The percentage of students eligible for special education services who are admitted to the charter school will be reviewed annually based on the percentage of students identified as receiving special education services in the RSD. In the event that a charter school is unable to meet required percentages of students with disabilities, the RSD may manage recruitment and admissions in subsequent years.

CHARTER SCHOOL CONTRACT: EXHIBIT F

CONDUCTING THE LOTTERY

The first date on which a lottery can be held is thirty (30) days following the application period start date in the charter school's approved enrollment policy. A charter school's lottery must be conducted no later than July 2, 2007.

Charter schools that have not been designated by the RSD as open enrollment schools must comply with the following requirements in the enrollment process:

In the school's first year of operation, at the conclusion of the application period, if the applications for students previously enrolled in the preexisting school do not exceed the slots available, such students shall be given preference over all other applicants, e.g. they must be automatically admitted. If the charter school receives more applications from previously enrolled students than spaces available, the school must conduct a lottery to fill slots.

Following the admission of students entitled to a preference, if there are spaces available and the charter school's applications exceed the spaces available, the school must conduct a lottery to fill slots.

The following requirements apply to charter schools that have been designated by the RSD as open enrollment schools:

La. R.S. 17:10.7(B)(2)(a)(ii) provides that the RSD shall provide for and ensure that schools of appropriate grades that have open enrollment policies are operating and available for the enrollment of students in reasonable proximity to the neighborhoods where concentrations of students reside. For the purposes of the enrollment policies and procedures provided herein, open enrollment charter school shall mean a charter school that, because of its proximity and the needs of the RSD, does not provide a preference to students enrolled in the school prior to its placement in the RSD and its conversion to a charter school. The RSD reserves the right to designate a charter school as an open enrollment school, as defined herein.

For such open enrollment schools, no student will be automatically admitted as a result of a preference. If the charter school receives more applications than spaces available, the school must conduct a lottery to fill slots. All applicants to an open enrollment charter school will participate in the lottery.

The following requirements apply to all charter schools:

In the second year of operation and thereafter, all charter schools must modify their enrollment procedures in order to give preference to students previously enrolled in the school and their siblings.

Charter schools must conduct their lotteries in public, with a disinterested party drawing the names. A "disinterested" person is someone who is not affiliated with the school. Every time that an admissions lottery takes place, the process must be fair and all rules applied consistently.

Even after all spaces in the school are filled through a lottery, schools must continue to draw the names of all students who apply and place the names of students not selected for an available

CHARTER SCHOOL CONTRACT: EXHIBIT F

space on a waiting list in the order the names were drawn. Charter schools must keep and make public the waiting list and explicitly specify rules for their waiting lists clearly and in writing as part of their enrollment policies.

If the principal enrollment process fails to fill all the available slots, and all names on the waiting list have been given an opportunity to enroll, a charter school may repeat the process of accepting applications for enrollment. This process should be well documented by specified dates and clear to all prospective families and students. As spaces become available during the school year, a school may repeat the application process to fill these openings, provided that all students on a current waiting list have first been selected.

Recommended Practice in Conducting Lottery For Schools Granting Admission Preferences to Previously Enrolled Students During the First Year of Operation:

- Separate applications, by grade level, into two categories:
 - Category A - students that previously attended the preexisting school prior to its takeover by the RSD; and
 - Category B - students that did not attend the school for which the charter school is taking over.
- For each grade level, draw names first from Category A. If all names have been pulled from Category A and slots for a given grade remain, pull names from Category B.
- If there are more names for a given grade than slots available, continue to pull names and add such names to the school's waitlist in order as pulled.

Recommended Practice in Conducting Lottery For Open Enrollment Schools (e.g. Schools Not Granting Admission Preferences) During the First Year of Operation:

- Separate applications by grade level.
- For each grade level, draw names until all slots have been filled.
- If there are more names for a given grade than slots available, continue to pull names and add such names to the school's waitlist in order as pulled.

It is important to note that in subsequent years (Year 2 and thereafter), all charter schools must:

- Provide all previously enrolled students (e.g. students that attended the school during its first year of operation) the right to continue to attend the school, provided that the school serves the grade level in which the student should be enrolled.
- Give lottery preference to siblings of students already enrolled in the charter school.

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ENROLLING STUDENTS

Once the lottery is complete, the school should send notification to each student that submitted an application the status of their application. Students that were chosen in the lottery should be given explicit instructions on how they accept admission to the school and pertinent information regarding the start of the school year.

Acceptance Requirements

Just like the application requirement, the admission acceptance requirement may not in any way discriminate against students and families.

Recommended Acceptance Requirements

The charter school should require a parent or guardian to accept admission to the charter school by notifying the school (providing multiple ways and ample time to do so) of his or her intent to attend.

The charter school must notify LDE of the school's anticipated student enrollment by established deadlines. For each student that has accepted enrollment, provide:

- Name
- Address
- Social security number
- Birth date
- Grade
- Previous school attended

Schools may find that they have admitted students expecting to move back to New Orleans in time for the new school year, but do not show up on the first day of school. A school is only required to hold a slot for two weeks. Thus, if an admitted student does not attend school for two consecutive weeks, that slot may be released to given to a student on the waitlist.

In such cases, a charter school is required to:

- Notify the parent/guardian after five days of missing school to discuss their intent to send their child to the school.
- State that in order for the slot to be held, the student must attend school within the next five days.
- If the student does not attend within those five days, the school may release that particular slot and fill it with a child from the waitlist (if no waitlist exists, the school may receive applications for that slot.)

Type 5 Charter School Model Expulsion Policy

The State Board of Elementary and Secondary Education (BESE) and the Recovery School District (RSD) are committed to ensuring that recommendations for the expulsion of students and the expulsion procedures set forth in La. R.S. 17:416 are applied uniformly to all students attending a school under the jurisdiction of the Recovery School District.

The following describes the expulsion policy to be followed by charter schools within the RSD. This policy must be integrated into the Charter School's School-Specific Student Code of Conduct and Discipline Management Plan, which may be a part of the Charter School's Student Handbook.

The provisions of this Model Expulsion Policy shall not be construed to conflict with any federal or state rules or regulations or other guidelines affecting special education students as defined in La. R.S. 17:1943 et seq.

I. Definitions

- A. **Charter Operator** – the nonprofit corporation that has entered into a Charter Contract with the State Board of Elementary and Secondary Education to operate a Type 5 charter school under the jurisdiction of the Recovery School District.
- B. **Expulsion** – a removal from all regular school settings for a period of not less than one school semester, unless otherwise specifically provided or defined as a permanent expulsion and except as otherwise provided by R.S. 17:416(B) or (C).
- C. **Expulsion Hearing** – a hearing wherein school official(s) and the student and parent(s) of the student recommended for expulsion are allowed to present evidence and testimony regarding the behavior(s) that resulted in the student being recommended for expulsion.
- D. **Expulsion Hearing Decision** – the decision rendered by the Charter Operator following a hearing, which identifies the evidence presented, issues, findings of fact, basis of determination, finding, and decision.
- E. **Expulsion Recommendation Form** – the notice provided to a parent/tutor/guardian, which contains the specific reasons for the suspension and recommended expulsion, the time, date and place of the Expulsion Hearing, and a notification of the right to view and to request, in writing, a copy of any information to be presented by the school at the Expulsion Hearing.
- F. **Firearm** – the term has the same meaning as given in 18 U.S.C. 921(a). It means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device. A destructive device means any explosive, incendiary or poison gas (1) bomb; (2) grenade; (3) rocket having a propellant charge of more than four ounces; (4) missile having an explosive or incendiary charge of more than one-quarter ounce; (5) mine or (6) any device similar to any of the devices described in the preceding clauses.

CHARTER SCHOOL CONTRACT: EXHIBIT G

- G. **Hearing Officer** – the individual designated by the Charter Operator to conduct an Expulsion Hearing and render an Expulsion Hearing Decision.
- H. **Possession** – the exercise of dominion or control over a thing or substance even through not in a person's physical dominion or control, a thing or substance is subject to his dominion or control; joint possession occurs when a thing or substance is in the physical custody or another person who willfully and knowingly shares with the other the right to control the thing or substance.
- I. **Weapon** – any object which, under the circumstances, may be used to inflict bodily injury or damage to property.

II. Recommended Expulsion Hearing Option

Any student after being suspended for committing any of the offenses cited in La. R.S. 17:416 may be expelled, upon recommendation by the principal of the charter school in which the student is enrolled if the conduct is serious or persistent. The principal or other appropriate administrator must make the disciplinary determination on the basis of the severity of the misconduct and the previous record of behavior.

III. Recommendation for Expulsion and Mandatory Expulsions

The following conduct requires a principal or designee to suspend the student and to recommend expulsion. The Charter Operator shall determine whether such student is guilty of the conduct and shall take appropriate action. The Charter Operator may not assign a lesser punishment for conduct mandating expulsion, as provided by law and as set forth herein.

A. Carrying or Possessing a Firearm or Another Dangerous Instrumentality

- 1. A student found carrying or possessing a firearm or another dangerous instrumentality on school property, a school bus, or a school-sponsored event shall be immediately suspended and recommended for expulsion. La. R.S. 17:416(B)(1)(b)(i).
- 2. Any student found guilty of bringing or being in possession of a firearm on school property, a school bus, or a school-sponsored event, following a hearing, shall be expelled from school for the minimum period as set forth in law and shall be referred to the district attorney for appropriate action. La. R.S. 17:416(C)(2)(a)(i), (b)(i), (c)(i) and 20 U.S.C. Section 7151.
- 3. Under the above circumstances, students with disabilities shall be disciplined under Louisiana's Regulations for Implementation of Children with Exceptionalities Act (La. R.S. 17:1941 et seq.); Title 28 Part XLIII Bulletin 1706 Subpart A – Regulations for Students with Disabilities, Section 519B.
- 4. The suspension and expulsion provisions in reference to the possession of a firearm shall not apply a student carrying or possessing a firearm for the purposes of involvement in a school class or course or school approved co-curricular or extracurricular activity or any other activity approved by the appropriate school officials. La. R.S. 17:416(B)(1)(c)(i).

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5. Notwithstanding the provisions of this policy, school officials shall have total discretion and shall exercise such discretion in imposing on a student any disciplinary actions for possession by a student of a firearm on school property when such firearm is stored in a motor vehicle and there is no evidence of the pupil's intent to use the firearm in a criminal manner. La. R.S. 17:416(F).

B. Carrying or Possessing a Knife

1. No student shall be permitted to carry or possess a knife of any blade length on school property, a school bus, or a school-sponsored event, unless the student is carrying or possessing a knife for the purposes of involvement in a school class or course or school approved co-curricular or extracurricular activity or any other activity approved by the appropriate school officials. La. R.S. 17:416(B)(1)(b)(ii).
2. A student who is found carrying or possessing a knife with a blade of less than two inches in length on school property, a school bus, or a school-sponsored event may be suspended by the school principal; expulsion for such an offense is not mandated. La. R.S. 17:416(B)(1)(b)(ii)(bb).
3. A student eleven (11) years of age or older in grades sixth through twelfth who is found carrying or possessing a knife the blade of which equals or exceeds two inches in length on school property, a school bus, or a school-sponsored event shall be immediately suspended and recommended for expulsion. If found guilty following a hearing, such student shall be expelled. La. R.S. 17:416(B)(1)(b)(ii)(cc).
4. A student less than eleven (11) years of age in grades pre-kindergarten through fifth who is found carrying or possessing a knife the blade of which equals or exceeds two inches in length on school property, a school bus, or a school-sponsored event may be recommended for expulsion, but such is not required. La. R.S. 17:416(B)(1)(b)(ii)(cc).
5. Under the above circumstances, students with disabilities shall be disciplined under Louisiana's Regulations for Implementation of Children with Exceptionalities Act (La. R.S. 17:1941 et seq.); Title 28 Part XLIII Bulletin 1706 Subpart A – Regulations for Students with Disabilities, Section 519B.
6. The suspension and expulsion provisions in reference to the possession of a knife shall not apply a student carrying or possessing a knife for the purposes of involvement in a school class or course or school approved co-curricular or extracurricular activity or any other activity approved by the appropriate school officials. La. R.S. 17:416(B)(1)(c)(i).
7. Notwithstanding the provisions of this policy, school officials shall have total discretion and shall exercise such discretion in imposing on a student any disciplinary actions for possession by a student of a knife on school property when such knife is stored in a motor vehicle and there is no evidence of the pupil's intent to use the knife in a criminal manner. La. R.S. 17:416(F).

C. Possessing, Distributing, Selling, Giving or Loaning Any Controlled Dangerous Substance

1. A student who possesses, distributes, sells, gives, or loans any controlled dangerous substance governed by the Uniform Controlled Dangerous Substances Law, in any form

CHARTER SCHOOL CONTRACT: EXHIBIT G

shall be immediately suspended and recommended for expulsion. La. R.S. 17:416(B)(1)(b).

2. Any student, 16 years of age or older, found guilty of possession of, or knowledge of and intentional distribution of, or possession with intent to distribute any illegal narcotic, drug, or other controlled substance on school property, on a school bus, or at a school-sponsored event following a hearing shall be expelled from school for the minimum period set forth in law. La. R.S. 17:416(C)(2)(a)(ii).
3. Any student who is under 16 years of age and in grades six through twelve and who is found guilty of possession of, or knowledge of and intentional distribution of, or possession with intent to distribute any illegal narcotic, drug, or other controlled substance on school property, on a school bus or at a school-sponsored event following a hearing shall be expelled from school for the minimum period set forth in law. La. R.S. 17:416(C)(2)(b)(ii).
4. Any student in kindergarten through grade five who is found guilty of possession of or knowledge of and intentional distribution of or possession with intent to distribute any illegal narcotic, drug or other controlled substance on school property, on a school bus, or at a school-sponsored event following a hearing shall be referred to the Charter Operator through a recommendation for action by the Charter School Principal or designee. La. R.S. 17:416(C)(2)(c)(ii).
5. Under the above circumstances, students with disabilities shall be disciplined under Louisiana's Regulations for Implementation of Children with Exceptionalities Act (La. R.S. 17:1941 et seq.); Title 28 Part XLIII Bulletin 1706 Subpart A – Regulations for Students with Disabilities, Section 519B.
6. The suspension and expulsion provisions in reference to the possession of or knowledge of and intentional distribution of or possession with intent to distribute any illegal narcotic, drug or other controlled substance shall not apply to a student possessing any controlled dangerous substance governed by the Uniform Controlled Dangerous Substances Law that has been obtained directly or pursuant to a valid prescription or order from a licensed physician. However, such student shall carry evidence of that prescription or physician's order on his person at all times when in possession of any controlled dangerous substance which shall be subject to verification. La. R.S. 17:416(B)(1)(c)(ii).

D. Student Suspended on Three Occasions

Any student who has been suspended on three occasions for committing any of the offenses as set forth in La. R.S. 17:416, during the same school year, shall on committing the fourth such offense be expelled until the beginning of the next regular school year and the student's reinstatement shall be subject to the review and approval of the Charter Operator. La. R.S. 17:416(B)(2).

E. Conviction of a Felony

The conviction of any student of a felony or the incarceration of any student in a juvenile institution for an act, which had it been committed by an adult would have constituted a felony, may be cause for expulsion of the student for a period of time as determined by the

CHARTER SCHOOL CONTRACT: EXHIBIT G

Charter Operator. The expulsion requires the vote of two-thirds of the members of the Charter Operator and such decision cannot be delegated to its designee. La. R.S. 17:416(D).

IV. Expulsion Procedures

- A. Proceedings for expulsion shall commence when an offense for which expulsion is warranted is alleged or when a student has received more than three (3) suspensions as set forth in R.S. 17:416(B)(2).
- B. Statements taken from students who may have witnessed any event for which disciplinary action is being considered should be in the student's handwriting and signed and dated by the student. If a student is willing only to give an anonymous handwritten statement, the principal or designee should certify at the end of the student's statement that it was given under the condition of anonymity. If a student will only give an oral anonymous statement or if the student is not capable of writing, a brief summary of the statement should be included with the individual taking the statement certifying that the version of the statement given is accurate and the student would only give the statement if s/he could remain anonymous or that the student cannot write. Recorded statements may be taken with the student identifying him/her self on the recording. If a student will only give a recorded statement by remaining anonymous, the principal or designee will so state at the beginning of the recording. A brief written report should be prepared which would include the following:
 1. The principal's or designee's conclusions as to how/when/where/why the incident occurred, who was involved, who was at fault, in whole or in part, and the penalty imposed or recommended; and,
 2. The evidence on which the conclusions were based, e.g., signed statements taken, unsigned statements taken, verbal only statements taken, recorded statements taken, and physical or circumstantial evidence. Copies of all written materials must be attached to the report with identification of the names of any student witnesses removed before release to parents or used at any hearing.
- C. After a principal or a designee has made every reasonable effort to investigate all aspects of the discipline problem and is satisfied that the nature and seriousness of the offense could result in a recommended expulsion, the principal must then decide whether or not to recommend expulsion to the Charter Operator or its designee. The principal or designee shall make a reasonable effort to reach a fair determination of the incident before making any disposition. The principal or designee has no discretion concerning those offenses for which expulsion is mandated under La. R.S. 17:416.
- D. Prior to suspending a student pending expulsion, the school principal or designee shall advise the student in question of the particular misconduct of which he or she is accused, as well as, the specific reasons for such accusation, and the student shall be asked at that time to explain his or her version of the facts to the school principal or a designee. The student may be requested to reduce his or her version to writing.
- E. The principal or designee shall mail a copy of the Recommendation for Expulsion Form, including specific reasons for the expulsion to the student's parent, tutor, or guardian when student is suspended with a recommendation of expulsion. The Recommendation for Expulsion Form used by the Charter Operator shall be consistent with the Form set forth in Attachment J of this policy. The recommendation will be sent by certified mail, return

CHARTER SCHOOL CONTRACT: EXHIBIT G

receipt requested, or hand delivered to the parent, tutor, or guardian on the day of the student's removal from school, if possible, but no later than the following school day. If hand delivered, the principal or designee will document the date of delivery and to whom the letter was delivered. The letter shall contain the specific reasons for the suspension and recommended expulsion, shall set forth the time, date and place of the Expulsion Hearing, and shall contain a notification of the right to view and to request, in writing, a copy of any information to be presented by the school at the Expulsion Hearing. For a student with disabilities, a Parent Notice of Discipline meeting date and information on the rights of exceptional children should also be included with the Recommendation for Expulsion Form. The principal or designee shall document any referral to Child Welfare and Attendance, Families in Need of Services, Parent Liaison and/or the District Attorney's Office.

V. Expulsion Hearing by Charter Operator or Designee

- A. An Expulsion Hearing shall be conducted by the Charter Operator or its designee. The Charter Operator may designate a Hearing Officer to act on its behalf to conduct Expulsion Hearings and render decisions in student expulsions. All references to "Charter Operator" in Section V of this policy should be understood to mean the Charter Operator or its designee.
- B. Upon the recommendation by a principal or designee for the expulsion of a student, an Expulsion Hearing shall be conducted by the Charter Operator to determine the facts and make a finding of whether the student is guilty of conduct warranting the recommendation of expulsion.
 - 1. The Expulsion Hearing shall be held as soon as possible but no later than ten (10) school days after the student's removal from the school, unless an alternate date is agreed upon by all parties.
 - 2. Except in the case of an extreme emergency, requests with a valid reason to reschedule an Expulsion Hearing shall be made at least 24 hours prior to the date and time of the scheduled Expulsion Hearing.
- C. Pending the Expulsion Hearing by the Charter Operator, the student shall remain suspended from school and all school-related activities, but may be placed in an alternative setting. Students with disabilities shall be disciplined under Louisiana's Regulations for Implementation of Children with Exceptionalities Act (La. R.S. 17:1941 et seq.); Title 28 Part XLIII Bulletin 1706 Subpart A – Regulations for Students with Disabilities, Section 519B.
- D. Prior to the Expulsion Hearing, the parent/tutor/guardian has the right to view and to request, in writing, a copy of any information to be presented by the school at the Expulsion Hearing. The information shall be kept on file at the school office. Notice of this right shall be included in the expulsion notice. Summaries of student statements without their identification or names are sufficient information for an Expulsion Hearing.
- E. An Expulsion Hearing shall be held for special needs student when misconduct is not a manifestation of the student's disability. The relevant disciplinary procedures applicable to students without disabilities may be applied in the same manner, except that a Free Appropriate Public Education (FAPE) must be provided after the tenth day of removal, consecutive or cumulative.

CHARTER SCHOOL CONTRACT: EXHIBIT G

- F. At the Expulsion Hearing (a fact-finding process) conducted by the Charter Operator, the specific reason(s) concerning the cause(s) for the proposed expulsion will be presented by the principal or a designee in support of the recommendation. The student's prior performance and attendance as well as any relevant evidence and testimony may be presented to the Charter Operator in support of the severity of the recommended action. The student or a representative of the student may produce witnesses or offer information including written statements on the student's behalf to the Charter Operator. Questions and comments should generally be directed to the Charter Operator.
- G. After hearing the information provided by the school and the student, the Charter Operator shall determine whether the student is guilty of the principal's or a designee's charges and whether he/she is expelled from school or if other corrective or disciplinary action is imposed. The Charter Operator shall issue an Expulsion Hearing Decision consistent with the format set forth in Attachment 2 to this policy. If the findings and disposition of the Expulsion Hearing are made at the conclusion of the hearing, the Charter Operator shall inform the parent/tutor/guardian and the student of the findings and disposition of the matter. In any event, the Charter Operator shall mail (by certified mail, return receipt requested and standard mail), or hand deliver to the parent/tutor/guardian, the principal or designee, and the RSD Superintendent, a decision of the findings, and the reasons therefor, no later than three (3) school days after the Expulsion Hearing. In the event the Charter Operator does not find the student guilty of conduct warranting a recommendation of expulsion, the Charter Operator shall state in writing the reason(s) for such finding and provide a copy to the principal and the parent/tutor/guardian of the student. In either event, the action taken shall become final and appeal delays shall begin to run upon hand-delivery or upon five (5) calendar days after the mailing of the notification.
- H. Where the Charter Operator has proceeded with the Expulsion Hearing when the parent/tutor/guardian failed to appear, written notification of the decision shall be mailed (by certified mail, return receipt requested and standard mail), or hand delivered to the parent/tutor/guardian and the principal no later than three (3) school days after the Expulsion Hearing. In such notice the Charter Operator shall inform the parent/tutor/guardian and the principal of the findings and the reasons therefor, and that the action taken shall become final and appeal delays shall begin to run upon hand-delivery or upon five (5) calendar days after the mailing of the notification. The principal shall make the appropriate entries in the student data in the event the student had been dropped from the school. Whenever a student drops from a school, the principal shall attend any Expulsion Hearing, even if the student and parent/tutor/guardian fail to appear for the hearing.
- I. The parent, tutor or guardian may request the RSD Superintendent or designee to review the findings of the Charter Operator, as provided herein. If there is no timely appeal, the decision of the Charter Operator or its designee will be final.
- J. Records shall be maintained and made available upon request.

VI. Appeal of Expulsion

- A. In the event the Charter Operator determines that a student should be expelled, the parent/tutor/guardian of the expelled student or the student (if the student is 18 years of age or older), may request a review of the Expulsion Hearing Decision by the RSD Superintendent or designee. In the written request for review, the parent or student, if over 18 years of age,

CHARTER SCHOOL CONTRACT: EXHIBIT G

shall provide a statement setting forth the basis for the request for review. The written request for review must be requested by hand-delivery or by mail and must be postmarked within five (5) calendar days of the written notification of the expulsion decision. The address for the Recovery School District (RSD) Central Office is 1641 Poland Avenue, New Orleans, Louisiana, 70114. Requests for review which are not mailed or hand-delivered within this time period shall not be processed unless extenuating circumstances can be demonstrated by the parent/tutor/guardian or student.

B. Upon notification by the RSD of receipt of an expulsion appeal, the Charter Operator shall deliver to the RSD the following within five (5) calendar days:

1. ~~the written record of the expulsion proceedings, to consist of all information, including~~ but not limited to, records, statements and documents;

2. prior decisions rendered in the matter; and

3. the date of mailing or hand delivery of the Expulsion Hearing Decision.

C. The RSD shall provide the Charter Operator with a copy of the written request for review and any supplemental information submitted by the parent or student, if over 18 years of age. The Charter Operator shall have five (5) calendar days from receipt to respond to the request for review.

D. The RSD Superintendent's review of the Expulsion Hearing Decision shall be a record review. After reviewing the findings of the Charter Operator or its designee and the request for review and any response by the Charter Operator, the RSD Superintendent or designee may affirm, modify, remand, or reverse the action previously taken. If the RSD Superintendent reverses the decision of the Charter Operator, the Charter Operator shall readmit the student to the charter school.

E. The RSD Superintendent or designee shall provide written notification of the decision to the parent/tutor/guardian and to the Charter Operator by mail (by certified mail, return receipt requested and standard mail) or by hand delivery.

VII. Readmission or Admission of an Expelled Student

A. No student who has been expelled pursuant to the provisions of La. R.S. 17:416, or who has been expelled from a school out of state, shall be admitted except in accordance with La. R.S. 17:416(B) and (C).

B. The conviction of any student of a felony or the incarceration of any student in a juvenile institution for an act, whether committed in this state or outside the state, which had it been committed by an adult would have constituted a felony in this state may be sufficient cause for the Charter Operator to refuse admission of said student to the charter school except upon review and approval of Charter Operator.

VIII. Readmission of an Expelled Student on a Probationary Basis

Expelled students may be readmitted on a probationary basis to school at any time during the specified period of expulsion as provided in La. R.S. 17:416(C)(2)(d). The Charter Operator shall

CHARTER SCHOOL CONTRACT: EXHIBIT G

work cooperatively with the Recovery School District in the return of expelled students to a regular educational setting, as appropriate.

IX. Alternative Education Programs

Any student expelled for disciplinary offenses shall be provided alternative education services pursuant to a program provided by the Recovery School District. The Charter Operator shall work cooperatively with the Recovery School District in the placement of expelled students in an alternative school and the return of such students to a regular educational setting, as appropriate.

X. Additional Disciplinary Authority For Suspension of Driver's License

Pursuant to La. R.S. 17:416.1(D), any student between the ages of 14 and 18 who is expelled or suspended from school for ten or more consecutive days or assigned to an alternative educational setting for ten or more consecutive school days for infractions involving the sale or possession of drugs, alcohol, or any other illegal substance, the possession of a firearm or and infraction involving assault or battery on a member of the school faculty or staff shall have his or her driver's license for the operation of a motor vehicle suspended for a period of one year, in accordance with the provisions of La. R.S. 32:431. The term "license" or "drivers license" shall include a Class "E" learner's license and intermediate license as provided for in La. R.S. 32:407. The principal of the school that the student attended at the time of the offense shall notify the Department of Public Safety and Corrections of any student expelled or suspended for ten or more consecutive days for the infractions or offenses aforesaid after the period of an appeal has expired. The notice shall include a copy of the student's disciplinary determination and the student's full name, address, date of birth, social security number, and, if available, driver's license number and the name, address and telephone number of the student's parent, custodial parent, or tutor.

CHARTER SCHOOL CONTRACT: EXHIBIT G
ATTACHMENT 1

Sample
CHARTER SCHOOL
RECOMMENDATION FOR EXPULSION

Parent/tutor/guardian

Name:

Address:

City:

State:

Zip code:

Telephone:

Student

Name:

Address:

School and grade:

Special ed/regular ed:

Date of birth:

Sex:

Date Principal/Designee contacted/attempted to contact parent by telephone:

Date notice of Recommendation for Expulsion hand-delivered/mailed:

YOUR CHILD HAS BEEN RECOMMENDED FOR EXPULSION

Your child has been suspended beginning on _____ and has been recommended for expulsion for the following reasons:

- 1.
- 2.
- 3.
- 4.

We regret that it has been necessary to take disciplinary action. If you desire further information concerning this matter, you may contact the school at the following telephone number:

We are hopeful that our coordinated efforts will lead to better communication and a solution to the problem.

Parents have the right to view and to request, in writing, a copy of the evidence to be presented by the school at the expulsion hearing.

A hearing to review this matter will be conducted by (name of hearing officer or indication that Charter Operator will conduct the hearing) (Hearing Officer), on (date), at : a.m./p.m.

The student or a representative of the student may produce witnesses or offer information including written statements on the student's behalf to the Hearing Officer.

The hearing will be held at: (location).

Sincerely,

School Administrator

CHARTER SCHOOL CONTRACT: EXHIBIT G
ATTACHMENT 2

Sample
CHARTER SCHOOL EXPULSION DUE PROCESS HEARING
DECISION

Student:

Date of birth:

Address:

Name of parent/tutor/guardian, if present:

School Name:

Date of Hearing:

Location of Hearing:

Hearing Officer:

Principal or designee:

Student representative, if any:

List of Witnesses:

School:

Student:

List of Evidence:

Notice of In-School Suspension dated September 4, 2006.
Notice of Three Day Suspension dated October 31, 2006.
Notice of Five Day Suspension dated January 26, 2007.
Statement from Student A, dated March 1, 2007.

CHARTER SCHOOL CONTRACT: EXHIBIT G
ATTACHMENT 2

ISSUE(S):

Jay Smith, Principal of Charter School, has recommended that L. Jones, Student, be expelled for a period of one calendar year for smoking tobacco cigarettes on campus on March 1, 2007 and for attempting to assault a teacher, Bee Stern.

Al Jones has already been suspended on three separate occasions during the 2006/2007 school year for possessing/smoking cigarettes on campus.

FINDINGS OF FACT:

1. Al Jones is a 14 year old regular education student in the 6th grade at the Charter School.
2. On September 5, 2006, Al Jones was placed in in-school suspension for three days for smoking cigarettes on campus on September 4, 2006.
3. On November 1, 2006, Al Jones was suspended from school for three days for possessing a pack of cigarettes on campus on October 30, 2006.
4. On January 29, 2007, Al Jones was suspended for five days for smoking cigarettes on campus on January 26, 2007.
5. On March 1, 2007, Bee Stern, teacher, was told by Student C that Al Jones was smoking cigarettes behind the gymnasium. Bee Stern and Principal Jay Smith observed Al Jones smoking a cigarette behind the gymnasium. Al Jones was holding a pack of tobacco cigarettes and a lighter.
6. Upon being approached by Bee Stern and Jay Smith, Al Jones said attempted to kick teacher Bee Stern's leg.
7. On March 1, 2007, Principal Jay Smith notified Gertrude Jones, mother of Al Smith, by telephone that Al Jones was being suspended and that expulsion was being recommended.
8. On March 1, 2007, Gertrude Jones received a copy of a Notification of Recommendation for Expulsion dated March 1, 2007.

BASIS OF DETERMINATION:

The evidence submitted and testimony provided at the hearing demonstrate that:

Al Jones has received three prior suspensions for possessing or smoking cigarettes;

Al Jones possessed and smoked cigarettes on March 1, 2007, in violation of state law and school rules, specifically Rule 32.1, which states:

_____ ; and Al Jones attempted to assault a teacher on March 1, 2007, in violation of state law and school rules, specifically Rule 12.8, which states:

FINDING:

Al Jones was found to have been suspended on three occasions in the 2006/2007 school year and has now been found to have committed a 4th offense during the same school year in violation of school rules and R.S. 17:416. Al Jones was further found to have attempted to assault a school teacher in violation of school rules and state law.

CHARTER SCHOOL CONTRACT: EXHIBIT G
ATTACHMENT 2

DECISION:

Al Jones is hereby expelled from Charter School for the remainder of this school year.

This disciplinary action is taken subject to any applicable requirements of the Individuals with Disabilities Act, 20 U.S.C. Sec. 1400, et seq. and Sec. 504 or the Rehabilitation Act of 1973, 29 U.S.C. Sec. 701, et seq.

PROCESS FOR APPEALING EXPULSION:

The parent, tutor, or guardian of the student or the student (if the student is 18 years of age or older) may request a review in writing of this expulsion decision by the Recovery School District Superintendent or designee. The written request for review must be requested by hand-delivery or by mail and must be postmarked within five (5) calendar days of the written notification of the expulsion decision. The request for review may be mailed or hand delivered to the Recovery School District (RSD) Central Office at 1641 Poland Avenue, New Orleans, Louisiana, 70114. Requests for review which are not mailed or hand-delivered within this time period shall not be processed unless extenuating circumstances can be demonstrated by the parent/tutor/guardian or student. The review of this decision by the Recovery School District Superintendent will be a record review. The parent, tutor, or guardian of the student or the student (if the student is 18 years of age or older) will be notified of the outcome of the review by the Recovery School District Superintendent in writing.

New Orleans, Louisiana, this _____ day of _____, 200__.

Hearing Officer

CHARTER SCHOOL CONTRACT: EXHIBIT J

FRAMEWORK FOR THE EVALUATION OF LOUISIANA CHARTER SCHOOLS

Approved by BESE May 2006

This document contains the description of the methods and timelines that will be used by the Louisiana Board of Elementary and Secondary Education (BESE) and the Louisiana Department of Education (LDE) to conduct annual performance reviews of every Type 2, Type 4, and Type 5 charter school in order to determine the level of success each individual school is attaining toward meeting the financial, legal, contractual, and student achievement performance standards that are required in their charter agreements. (Types 2, 4, and 5 charter schools are authorized by BESE.)

Additionally, for each Type 1 and Type 3 charter school, BESE will annually evaluate and report their student achievement performance as compared to the student achievement performance standards described herein. (Types 1 and 3 charter schools are authorized by local school systems.)

- I. Legislative Intent
- II. Statutory References
- III. Guiding Principles for BESE Charter School Authorization
- IV. Charter School Evaluation System
- V. Evaluation Standards
 - Student Performance
 - Financial Performance
 - Legal and Contract Performance
- VI. Evaluation Actions and Timelines
 - Contract Approval
 - Annual Evaluation
 - Contract Extension
 - Contract Renewal

CHARTER SCHOOL CONTRACT: EXHIBIT 1

FRAMEWORK FOR THE EVALUATION OF LOUISIANA CHARTER SCHOOLS

I. Legislative Intent

The intent of the Charter School Law is to authorize experimentation in the creation of innovative kinds of independent public schools for pupils and provide a framework for such experimentation by the creation of such schools, a means for persons with valid ideas and motivation to participate in the experiment, and a mechanism by which experiment results can be analyzed, the positive results repeated or replicated, if appropriate, and the negative results identified and eliminated; and, that the best interests of at-risk pupils shall be the overriding consideration in fulfilling the provisions of law.

Furthermore, the Recovery School District Law has created the Recovery School District for the purpose of improving failing schools and provides for a failed school to be reorganized, as necessary, to most likely bring the school to an acceptable level of performance as determined pursuant to a uniform statewide program of school accountability.

II. Statutory References

R.S. 17:3983 - Chartering process by type; eligibility; limitations; faculty approval; parental approval

A.(3)(c) Each proposal received by the state board shall be carefully reviewed and shall be approved only after there has been a specific determination by the board that the proposed school will be operated in compliance with all applicable state and federal laws, rules, and regulations, that the accounting and financial practices to be used are sound and in accordance with generally accepted standards for similar entities, and that the educational program to be offered will comply with all requirements of this Chapter and be based on generally accepted education research findings applicable to the pupils to be served.

R.S. 17:3991 - Charter schools; requirements; limitations; renewal; amendment; revocation

(5) A financial and accounting plan sufficient to permit a governmental audit.

(8) The specific academic and other educational results to be achieved, the timelines for such achievement, and how results will be measured and assessed.

(10) The organization, governance and operational structure of the school.

(14) School rules and regulations application to pupils including disciplinary policies and procedures.

(21) A requirement that charter schools regularly assess the academic progress of their pupils, including the participation of such pupils in the state testing program.

R.S. 17:3992 - Charter revision and renewal

A.(1) An approved charter school shall be valid for an initial period of five years, contingent upon the results of the reporting requirements at the end of the third year, and may be renewed for additional ten-year periods after thorough review of the charter school's operations and compliance with charter requirements. The process for renewing a charter school shall be the same as the initial charter approval, with a written report being provided annually regarding the school's academic progress that year. Pursuant to Subsection C of this Section and using such annual review process, a charter may be revoked for failure to meet agreed upon academic results as specified in the charter.

(2) No charter shall be renewed unless the charter renewal applicant can demonstrate, using standardized test scores, improvement in the academic performance of pupils over the term of the charter school's existence.

CHARTER SCHOOL CONTRACT: EXHIBIT 1

C. A school charter may be revoked by the authority that approved its charter upon a determination that the charter school or its officers or employees did any of the following:

- (1) Committed a material violation of any of the conditions, standards, or procedures provided for in the approved charter.
- (2) Failed to meet or pursue within the agreed timelines any of the academic and other educational results specified in the approved charter.
- (3) Failed to meet generally accepted accounting standards for fiscal management
- (4) Violated any provision of law applicable to a charter school, its officers, or employees.

R.S. 17:3998 – Reports

A.(2) Each charter school shall provide a comprehensive report to its chartering authority at the end of the third year. If the charter school is achieving its stated goals and objectives pursuant to its approved charter, then the chartering authority shall extend the duration of the charter for the additional two-year period as provided in R.S. 17:3992(A)(1).

III. Guiding Principles for BESE Charter School Authorization

The purpose of a charter school is to improve student achievement. The Board of Elementary and Secondary Education (Board) grants charters to provide schools with increased educational and operational autonomy in exchange for accountability for performance.

Thus, it is the responsibility of the Board to ensure charter schools have the autonomy to which they are entitled and the accountability for which they are responsible.

IV. Charter School Evaluation System

According to the *"Principles and Standards for Quality Charter School Authorizing"* published by the National Association of Charter School Authorizers (NACSA), a quality charter school is characterized by "high student achievement, financial stewardship, and responsible governance."

Student performance is the primary measure of school quality. The Board shall use the state's assessment and accountability programs as objective and verifiable measures of student achievement and school performance. Additional measures of charter school quality include financial and legal performance.

In order to make fair and transparent decisions regarding contract revocations, extensions and renewals, the Board has determined that it is in the best interests of the Board, charter schools, students, parents and the public to articulate clear performance standards for charter schools, and to evaluate each charter school's level of achievement with respect to those standards.

V. Evaluation Standards

The performance of charter schools authorized by the Board (Types 2, 4, and 5) will be evaluated in the following categories:

- Student Performance
- Financial Performance
- Legal and Contract Performance

Within these three categories, the Board has defined a common set of performance standards.

CHARTER SCHOOL CONTRACT: EXHIBIT I

Student Performance

The Louisiana Charter School Law requires charter schools to make demonstrable improvements in student performance over the term of its charter.

The Board will annually evaluate charter schools against the following student performance indicators and standards:

| INDICATOR | STANDARD |
|-------------------------------|-------------------------|
| SPS Assessment Index Baseline | 80.0 or above |
| SPS Assessment Index Growth | Meet growth target |
| AYP Subgroup | Meet for all subgroups |
| % Basic or Above | 10% or greater increase |
| Attendance | State Average or above |
| Dropout | State Average or below |

Charter schools shall participate fully in the Louisiana standardized testing and accountability programs, including LEAP, iLEAP and GEE.

As student performance is the primary indicator of school quality, the Board will heavily factor all annual evaluations and contract extension and renewal decisions on a school's achievement of the student performance standards. Table I provides further definition for how student performance data will be compiled, evaluated, and used.

Financial Performance

The Louisiana Charter School Law requires charter schools to meet generally accepted accounting standards for fiscal management. This requirement has two underlying purposes:

- To ensure the proper use of public funds, and
- To ensure the successful operation of the school in the future.

The Board will annually evaluate charter schools against the following financial performance indicators and standards:

| INDICATOR | STANDARD |
|--------------------------------|--|
| Prior and Current Year Budgets | Both budgets balanced using realistic and responsible assumptions |
| Financial Audit | Unqualified opinion; No major findings |
| Financial Obligations | All in good standing |
| Financial Reporting | Timely and sufficient filing of all LDE-required financial reports |

CHARTER SCHOOL CONTRACT: EXHIBIT 1

The Board shall use budget and cash flow statements and financial audit reports submitted pursuant to the contract between a charter school and the Board to determine if the school has met the financial standards set herein.

An audit finding shall be considered "Major" if it indicates a deliberate act of wrongdoing, reckless conduct or causes the loss of confidence in the abilities or integrity of the school or seriously jeopardizes the continued operation of the school.

"Financial Obligations" shall include, but not be limited to, pension payments, payroll taxes, insurance coverage and loan payments and terms.

Legal and Contract Performance

Louisiana Charter School Law requires charter schools to be in compliance with the material terms of its contract with the Board and all applicable laws.

The Board shall assess a school's performance in relation to the legal and contract standards listed below. However, the Board's evaluation is not limited to these indicators and the Board may consider other indicators, as warranted.

| INDICATOR | STANDARD |
|-----------------------------------|--|
| Special Education and ELL Program | Pursuant to applicable law and contract provisions |
| Student Enrollment | Pursuant to applicable law and contract provisions |
| Student Discipline | Pursuant to applicable law and contract provisions |
| Health and Safety | Pursuant to applicable law and contract provisions |
| Governance | Pursuant to applicable law and contract provisions |
| Facilities | Pursuant to applicable law and contract provisions |

In assessing legal and contract indicators, the Board may consider information from various sources, including, but not limited to, audits, site visits, and information provided by parents and employees.

In general, the Board will consider the standard not met if a violation indicates a deliberate act of wrongdoing, reckless conduct or causes a loss of confidence in the abilities or integrity of the school or seriously jeopardizes the rights of students, safety of students or continued operation of the school.

Upholding the Standards

It is the responsibility of the Board to hold the charter school accountable for achieving the student, financial and legal and contract performance standards by annually evaluating performance against these standards and by making decisions about contract extensions and renewals based on such evaluations.

Additionally, the Board will evaluate and report student performance of charter schools authorized by local school systems (e.g. Type 1 and 3 charter schools) against the student performance standards described herein.

CHARTER SCHOOL CONTRACT: EXHIBIT I

VI. Evaluation Actions and Timelines

The Board shall evaluate the performance of a charter school through an on-going series of reports and board actions. Possible board actions include Approval, Extension, Non-Extension, Probation, Renewal, Non-Renewal and Revocation.

Contract Approval (Year 1)

The Board may approve an application for a new charter school in conformance with its process, timelines, and criteria. The charter shall be effective upon the execution of an agreement between the applicant and the Board. An approved school charter shall be valid for an initial period of five years, contingent upon the results of the reporting requirements at the end of the third year as provided in R.S. 17:3998(A)(2), and may be renewed for additional periods of up to ten years.

Annual Evaluation (Each Year Thereafter)

No later than its January meeting of each year, the Board will receive a Performance Report detailing each charter school's performance against the evaluation standards defined in this Framework. The Report may be used by the school, its students and families and the public to ascertain the effectiveness of the school and shall be used by the Board as the basis for any actions involving the school.

Contract Extension (Year 3)

During a school's third year of operation, the Board may act to extend a school's contract for two years, to place a school on probation for one year, or to not extend a school's contract. By January of a school's third year of operation, the Board shall either (a) extend the school's contract for a period of two years, or (b) notify the school of its intent to not extend its contract. For schools that have been notified of the Board's intent to not extend their contract, the Board shall act at no later than its June meeting to either (a) not extend the school's contract, or (b) place the school on probation for one year. A school shall be deemed to be placed on probation for one year if the Board fails to act to extend or to not extend the school's contract.

The Board shall extend the contract if the Performance Report contains no determinations of standards not being met.

Contract Probation (Year 3)

The Board may place a charter school on Contract Probation as a consequence for not meeting the performance standards defined herein. Schools may be placed on probation unless underperformance on the given indicator(s) endangers the interests of students or the public or fails to merit the continued investment of public funds, in which case the Board may revoke the contract.

As a condition of probationary status, the Board will define specific, outcome based expectations that relate to the performance shortcomings that resulted in the probation determination. The Board will assess, no later than one year after placing the charter school on probation, the school's performance in meeting such conditions. Failure to meet such conditions may result in the Board taking action to revoke the charter school's contract.

For schools that have been placed on probation, during a school's fourth year of operation, the Board may act to extend a school's contract for one year or to not extend the school's contract. By January of the school's fourth year of operation, the Board shall either (a) extend the school's contract for one year, or (b) notify the school of its intent to not extend its contract. For schools that have been notified of the Board's intent to not extend their contract, the Board shall act no later than at its June meeting to either (a) extend the school's contract for one year or (b) not extend the school's contract.

CHARTER SCHOOL CONTRACT: EXHIBIT I

Contract Renewal (Year 5)

By the end of the Charter School's fifth year of operation, the Board must, in accordance with the Law, determine whether to award the charter school contract renewal, for up to ten years, based on a comprehensive evaluation of the charter school's program.

The Board shall renew the contract if the Performance Report contains no determinations of standards not being met. By January of the school's fifth year of operation, the Board shall either (a) renew the school's contract for a period up to 10 years, or (b) notify the school of its intent to not renew its contract. For schools that have been notified of the Board's intent to not renew their contract, the Board shall act no later than at its June meeting to either (a) renew the school's contract for one year or (b) not renew the school's contract.

Contract Revocation (At Any Time)

The Board has the authority to revoke a school's contract at any time during the charter term if it is determined that the charter school, one of its officers, or employees has:

- Committed a material violation of any of the conditions, standards, or procedures of the charter
- Failed to meet within agreed timelines any of the academic or other educational results specified in charter
- Failed to meet generally accepted accounting standard of fiscal management
- Violated of any law applicable to a charter school, its officers or employees

In all circumstances, the Board shall follow the requirements of the Louisiana Charter School Law and its charter school contract, including all due process requirements, regarding the processes required for revocation, extension, non-extension, renewal and non-renewal.

TABLE 1: STUDENT PERFORMANCE

| 5- YEAR EVALUATION CYCLE | EVALUATION TYPE | INDICATOR | STANDARD | ACTION/CONSEQUENCE |
|--------------------------------|---|--|--|---|
| Year 1 | Establish Baseline | Create Assessment Diagnostic Index | | |
| Year 2 | Annual Evaluation (January) | Final Year 1 Results: Assessment Index (AI) Baseline Attendance Dropout | 80.0 or above State Average or above State Average or below | |
| Year 3 | Contract Extension (January/June) | Final Year 2 Results: Assessment Index (AI) Baseline Assessment Index Growth (Growth) AYP Subgroup % Basic or Above Attendance Dropout | 80.0 or above Meet growth target Meet for all subgroups 10% or greater increase State Average or above State Average or below | Contract Extension (January): - AI 80.0 or above - AI 60.0 – 79.9 & Growth of 2 points or greater - AI below 60.0 & met Growth standard Contract Probation (January): - AI 60.0 – 79.9 & measurable growth Contract Notice (January): - Any school not meeting extension/probation standards is put on notice that it could have its contract revoked, depending on year 3 results. For those on Notice, Contract NOT revoked if (using Year 3 Spring assessment data in June) school or cohort of students attending school for two consecutive years: - Meet % Basic or Above standard; or - Meet initial Growth Target over two years; or - Growth of 8 points or greater over two years |
| Year 4 | Annual Performance (January/June) | Final Year 3 Results: SPS Baseline SPS Growth AYP Subgroup % Basic or Above Attendance Dropout | 80.0 or above Meet growth target Meet for all subgroups 10% or greater increase State Average or above State Average or below | Schools on Contract Probation: - Meet any of the Year 3 Actions/Consequences to not have contract revoked. |

TABLE 1: STUDENT PERFORMANCE

| 5- YEAR EVALUATION CYCLE | EVALUATION TYPE | INDICATOR | STANDARD | ACTION/CONSEQUENCE |
|--------------------------------|------------------------------------|--|---|--|
| Year 5 | Contract Renewal (January) | Final Year 4 Results: SPS Baseline SPS Growth AYP Subgroup % Basic or Above Attendance Dropout | 80.0 or above Make target Meet for all subgroups 10% or greater increase State Average or above State Average or below | <p>10-Year Renewal: - SPS above State Average or above 100</p> <p>Minimum Renewal Standard for Less Than 10-Year Renewal: - 20 points of growth over term of contract</p> <p>5-Year Renewal: - SPS 80.0 or above</p> <p>3-Year Renewal: - SPS below 60.0</p> <p>Schools with performance falling between the 5-year and 3-year thresholds may be renewed for a term of up to five years, based on performance against the other standards.</p> <p>Non-Renewal/Revocation: - Failure to meet renewal status</p> |
| Year 6+ | Annual Performance (January) | Same as previous Annual Performance Indicators | Same as previous Annual Performance Standards | |

Note: The above presents standards for student performance only. In addition, the BESE holds charter schools accountable to financial and legal performance standards. In addition to the actions defined above, the BESE may also take actions, including probation, non-renewal, or revocation, if a charter school does not meet financial or legal standards.

STUDENT PERFORMANCE - NARRATIVE

STUDENT PERFORMANCE DETERMINATIONS

Charter schools shall participate fully in the standardized assessment programs administered by the Louisiana Department of Education (LDE). Data from these assessments will be compiled and evaluated, as defined below, including the Louisiana School Accountability System and the Federal Accountability requirements of the No Child Left Behind Act (NCLB).

A charter school's performance against State and Federal School Accountability Standards (i.e. School Performance Score (SPS) Assessment Index Baseline, SPS Assessment Index Growth, and Adequate Yearly Progress (AYP) Subgroup) is determined on the same basis for charter schools as any other public school participating in such programs. Unless otherwise stated, assessment data evaluated are from the immediate prior school year. The following provides definition of student performance indicators and standards unique to the Board's Charter School Evaluation Framework.

Assessment Diagnostic Index: In a school's first year of the operation, LDE will calculate, to the extent possible, a SPS based on the prior year results of students attending a new charter school. This SPS is for diagnostic purposes *only* and is intended to provide schools with an understanding of the past achievement of their students and provide a baseline for which to measure progress during the school's first year of operation.

% Basic or Above: The Board will evaluate the increase over the prior school year in the percentage of students scoring Basic or Above on State assessments.

Attendance: The Board will evaluate average daily attendance, as calculated by the Louisiana Department of Education, of a charter school in comparison to the State Average for schools serving similar grades.

Dropout: The Board will evaluate the dropout rate, as calculated by the Louisiana Department of Education, of a charter school in comparison to the State Average for schools serving similar grades.

ACTIONS/CONSEQUENCES

The Board takes certain actions in regards to the status of a charter school's contract based on its performance in meeting the performance standards defined herein.

Contract Extension: As required by law, the Board must act to extend a charter school's contract by the end of the school's third year of operation. In making such decisions, the Board will consider a charter school's performance relative to the Student Performance standards as defined on Table 1.

Contract Probation: The Board may place a charter school on Contract Probation as a consequence for not meeting performance standards. The Board will assess, no later than one year after placing the charter school on probation, the school's performance in meeting the Contract Extension standards. Failure to meet such standards may result in the Board taking action to revoke the charter school's contract.

Review of Contract Non-Extension: If the Board determines that a school does not meet the standards, the Board may act to not extend the contract. A school that has not met the student performance standards will be provided notice, no later than January of the third year of operation, of the Board's intent to not extend the contract subject to an evaluation of assessment data for the current school year. In such cases, the Board will consider whether the school:

STUDENT PERFORMANCE - NARRATIVE

- Has met the standard for "% Basic or Above"; or
- Can demonstrate cohort growth;
- Has met initial Growth Target over two years; or
- Has achieved Growth of 8 points or greater over two years.

When evaluating "cohort growth", the Board will analyze the State assessment data for students to determine whether the Year 3 AI is greater than or equal to the Year 2 AI for students tested at the school both years. The Board will only consider cohort growth if the number of students in such cohort is considered sufficient and the number of voids is not significant by state accountability standards.

Such data shall only be considered if it is available for analysis by the Board's regularly scheduled June meeting of the current school year. If the data is not available, the Board will place the school on Contract Probation under the same circumstances as described above.

Schools that do meet one or more of the "Eligibility for Review" standards, will be placed on a one-year Contract Probation.

Contract Renewal: As required by law, the Board must act to renew a charter school's contract by the end of the school's fifth year of operation. In making such decisions, the Board will consider a charter school's performance relative to the Student Performance standards as defined above and may award school's 10-year, 5-year, or 3-year renewals or act not to renew a school's charter.

CHARTER SCHOOL CONTRACT: EXHIBIT J

SERVICES REQUIRED TO BE PROVIDED

by

Type 5 Charter Schools in the Louisiana Recovery School District

Information Technology Services: The Charter Operator agrees to provide technology infrastructure support services in such manner and at such time as is required by the Recovery School District ("RSD") pursuant to contracts negotiated by the RSD with contractors. The RSD will determine the monthly cost of such service and will bill the Charter Operator. Payment must be received within fifteen (15) days of the date of the bill.

The Charter Operator agrees to provide student information technology services, employee information technology services, and financial information technology services in such manner and at such time as is required by the RSD pursuant to contracts negotiated by the RSD with contractors, unless the Charter Operator has received approval to use a comparable system to provide such services. The Charter Operator must submit to the RSD for its review and approval a proposal for the use of a comparable system and any other information regarding such that is requested by the RSD. The Charter Operator must submit its proposal no later than _____. If the Charter Operator fails to submit a proposal for the use of a comparable system or if its proposal is not approved as a comparable system by the RSD, the Charter Operator shall use the contractor with whom the RSD has contracted to provide such services. The RSD will determine the monthly cost of such service and will bill the Charter Operator. Payment must be received within fifteen (15) days of the date of the bill.

Transportation: The Charter Operator agrees to provide transportation services to students residing within the parish or within its approved attendance zone if the student resides more than one mile from the school. The Charter Operator may fulfill its obligation to provide such services by agreeing to provide them pursuant to a contract negotiated by the Recovery School District with a contractor. The Charter Operator will notify the RSD _____ days prior to the initiation of services. The RSD will determine the monthly cost of such service and will bill the Charter Operator. Payment must be received within fifteen (15) days of the date of the bill.

Food Service: The Charter Operator agrees to provide food services. The Charter Operator may fulfill its obligation to provide such services by agreeing to provide them pursuant to a contract negotiated by the Recovery School District with a contractor. The Charter Operator will notify the RSD _____ days prior to the initiation of services. The RSD will determine the monthly cost of such service and will bill the Charter Operator. Payment must be received within fifteen (15) days of the date of the bill.

CHARTER SCHOOL CONTRACT: EXHIBIT K

CHARTER SCHOOL FISCAL OVERSIGHT POLICY FOR CHARTER SCHOOLS IN LOUISIANA

1. PROPOSED INITIAL BUDGET

Detailed budget data must be submitted in all Type 2 and Type 5 charter school proposals. The proposal review committee, BESE staff and LDOE review the data. The budget data must include the following:

- a. Detailed budget for start-up/planning period
- b. Detailed budget for the first year of operation
- c. Detailed budget plan for the next four years of operation
- d. Supporting evidence that the start-up budget plan, first year budget plan, and five year budget plan are sound
- e. Procedures the school will institute to comply with the required performance of fiscal audits
- f. Projections of student enrollments for the first five years of operation

2. FINANCIAL REPORTING

- a. Each charter school will submit quarterly reports to LDOE listing year-to-date revenues and expenditures through that quarter and budgeted revenues and expenditures for the fiscal year using forms provided by LDOE and on dates specified by LDOE.

| Due Date: | Financial Report |
|------------|---|
| July 31 | Annual Operating Budget Includes actual data for the prior fiscal year ending June 30 along with budgeted data for the current fiscal year starting July 1. |
| October 31 | First Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through September 30. |
| January 31 | Second Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through December 31. |
| April 30 | Third Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through March 31. |
| July 31 | Fourth Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through June 30. |

- b. Each charter school will submit an Annual Financial Report (AFR) to the Department of Education no later than September 30 each year as required by R.S. 17:25(A)(2) and 17:92. The AFR follows the same general format as the quarterly report, but contains additional line items and fund classifications.

CHARTER SCHOOL CONTRACT: EXHIBIT K

- c. The Charter Operator shall maintain records in a manner to reflect compliance with Generally Accepted Accounting Principles.

3. STATE FUNDING ALLOCATIONS

a. Type 5 Charters

1. The Louisiana Department of Education will calculate state and federal funding pursuant to formulas developed by the RSD.

b. Type 2 Charters

1. Prior to the beginning of the new fiscal year, enrollment projections must be provided by the charter school to the BESE office for the upcoming year.
2. The LDOE will calculate the per pupil amounts per R.S. 3995.A.(1).
3. The LDOE will provide the charter school with a schedule of the initial allocation including monthly payments on or about July 1. Payments will be made on or about the 25th of each month.
4. Each school will notify BESE of its actual enrollments on a monthly basis.
5. Once the monthly student counts are submitted, allocations may be adjusted to reflect the revised actual student count.
6. When the October 1 student count is finalized, allocations are adjusted shortly thereafter to reflect the actual allocation for the entire year.
7. BESE will conduct an additional student membership count on February 15 to reflect any changes in student enrollment that may occur after October 1 each year. For any school with a change in enrollment greater than 5 percent, either higher or lower, the allocation amount will be adjusted. Any adjustments made pursuant to this February 15 count shall not be retroactive and shall be applicable only for the period from March through June.
8. Data acquired from the monthly pupil membership counts will be used by the LDOE for budget projections for the upcoming school year.

4. FEDERAL ALLOCATIONS

- a. The charter school is eligible for all federal program funding for which regular public school districts are eligible. The charter school will be notified of this eligibility and the application procedures and timelines by individual program offices within LDOE.
- b. Charter schools must submit copies of invoices or similar documentation to BESE/LDOE to substantiate all reimbursement requests for federal charter school grant funds issued from BESE/LDOE. All requests for reimbursements must be signed by the duly authorized representative of the charter operator.

CHARTER SCHOOL CONTRACT: EXHIBIT K

5. AUDITS OF STATE AND FEDERAL FUNDS

- a. The charter school must agree to follow state audit and reporting requirements established by the Legislative Auditor and R.S. 24:513-556. In addition, the charter school is subject to audit by BESE, LDOE, Legislative Auditor, and any other appropriate state official.

6. GENERAL FISCAL PROCEDURES

- a. Charter operator shall allow the state officials full access to its financial and educational records, reports, files and documents of any kind.
- b. Charter operator further agrees to timely supply all reports, test results and other information, which are required under its charter, state law and regulations.
- c. Any charter school that receives state and federal money directly from BESE or LDOE, the president or chairman of the non-profit corporation (charter operator) that operates the charter school will be the official contact and duly authorized representative for all notices or inquiries issued by BESE, LDOE, or other state or federal agencies. The board of directors of the non-profit corporation may identify and officially designate by board motion, a member of that board of directors other than the president or chairman who will serve as their duly authorized representative. Copies of all notices or inquiries will also be provided to the school principal.
- d. All transactions or requests submitted by the charter operator to BESE/LDOE must be signed by the duly authorized representative of the charter operator.

7. TECHNICAL ASSISTANCE

- a. BESE and LDOE may conduct annual fiscal in-service meetings or workshops. It is the responsibility of the charter operator to send appropriate staff or representatives of the charter school to these in-service meetings.
- b. Charter operator should reference the following publications and implement appropriate procedures based on this guidance:
 - i. *Louisiana Accounting and Uniform Governmental Handbook*, Bulletin 1929. Available at www.louisianaschools.net/ldeu/ploads/2586.pdf
 - ii. *Best Financial Practices for Louisiana Local Government*. Available at www.la.state.la.us/techasst/oppaga.pdf
 - iii. *School Activity Accounts Guide*. Available at www.la.state.la.us/lla/bestpractices_resources.htm (scroll down to the School Activity Accounts Guide.)

CHARTER SCHOOL CONTRACT: EXHIBIT L

COLLECTIVE BARGAINING OPTION

Select one of the options below:

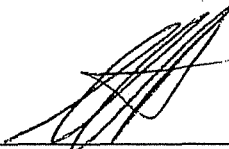
Option 1

 The Charter Operator intends to bargain and enter into a collectively bargained contract on behalf of all or any group of its employees.

Option 2

 ✓ The Charter Operator does not intend to bargain or enter into a collectively bargained contract on behalf of all or any group of its employees.

The Charter Operator understands that a change in the option identified above shall be reported to BESE pursuant to Paragraph 6.11 of this Charter Contract.



Signature of Charter Operator's
Authorized Representative

5/31/07

Date

CHARTER SCHOOL CONTRACT: EXHIBIT M

Disclosure of Financial Interest and Conflict of Interest By A Charter School Governing Board Member

FILING FOR CALENDAR YEAR: _____

DATE RECEIVED: _____

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period for the preceding calendar year within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): _____

2. Position on board (i.e., chair, treasurer, committee chair, etc.): _____

Term Begins: _____ Term Expires: _____

3. Home address: _____

4. Business address: _____

5. Daytime phone: _____ 5. Email: _____

6. Name of charter school: _____

7. Are you an employee of the school? _____

8. Are you a member of a city, parish or other local school board? _____

If yes, state position held and jurisdiction served: _____

9. Are you an elected public official? _____

If yes, state position held, jurisdiction served and appointment date: _____

10. Do any members of your immediate family currently serve on the same charter school governing board? _____

If yes, state family member name(s) and relationship: _____

11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

| School Name | School Address | Financial Interest (describe) | Member and/or Immediate Family (name) |
|-------------|----------------|----------------------------------|---|
| | | | |

12. Identify each charter school located in any other state in the United States in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

| School Name | School Address | Financial Interest (describe) | Member and/or Immediate Family (name) |
|-------------|----------------|----------------------------------|---|
| | | | |

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school and in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

| Organization Name | Organization Address | Financial Interest (describe) | Member and/or Immediate Family (name) |
|-------------------|----------------------|----------------------------------|---|
| | | | |

Signed under the penalties of perjury:

Signature

Date

File original with:

Louisiana Board of Elementary and Secondary Education (BESE)
Suite 5-190
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Executive Director

CHARTER SCHOOL CONTRACT: EXHIBIT N

Affirmation of Eligibility to Serve by a *Charter School Governing Board Member*

FILING FOR CALENDAR YEAR: _____

DATE RECEIVED: _____

I, _____, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.

Not more than twenty percent of the members of any governing board of a charter school may be members of the same immediate family, as defined by R.S. 42:1102(13).

Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:

Name

Date

File original with:

Louisiana Board of Elementary and Secondary Education (BESE)
Suite 5-190
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Executive Director

CHARTER SCHOOL CONTRACT: EXHIBIT O

TEACHERS' RETIREMENT SYSTEM OF LOUISIANA OPTION

Select one of the options below:

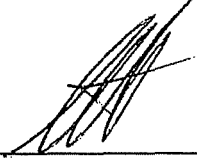
Option 1

 The Charter Operator will permit employees who are not on a leave of absence from a local school board to participate in the Teachers' Retirement System of Louisiana.

Option 2

✓ The Charter Operator will not permit employees who are not on a leave of absence from a local school board to participate in the Teachers' Retirement System of Louisiana.

The Charter Operator understands if it has selected Option 2 and elects to change to Option 1 during the term of this Charter Contract, such shall be reported to BESE pursuant to Paragraph 6.11 of this Charter Contract.



Signature of Charter Operator's
Authorized Representative

5/31/07

Date